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An Analysis of Specific Content Areas in Professional Negotiations Agreements in Selected School Districts in Northeastern Illinois

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AN ANALYSIS OF SPECIFIC CONTENT AREAS IN PROFESSIONAL
NEGOTIATIONS AGREEMENTS IN SELECTED SCHOOL
DISTRICTS IN NORTHEASTERN ILLINOIS

by

William C. Hitzeman

A Dissertation Submitted to the Faculty of the School of Education of
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Doctor of Education

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ABSTRACT

AN ANALYSIS OF SPECIFIC CONTENT AREAS IN PROFESSIONAL NEGOTIATIONS IN NORTHEASTERN ILLINOIS

HITZEMAN, WILLIAM CHARLES, ED.D.
LOYOLA UNIVERSITY OF CHICAGO, 1978

Chairman: Dr. Max Bailey

The purpose of the study was to analyze the contents of Professional Negotiations Agreements (PNA's) for 1976-77 regarding three specific areas and the rationale for the inclusion in the PNA's of the three specific areas. The three specific areas were teacher assignment and transfer, dismissal of teachers, and reduction of professional staff. A secondary purpose of the study was to determine to what extent, if any, boards of education may have abrogated, retained, or shared their statutory rights with teacher associations by including any of the three areas in the PNA's.

An analysis was made of the language in ninety-five PNA's as it pertained to the three specific areas. The exact contract language was helpful in determining to what extent boards of education were retaining their statutory rights, abrogating them, or sharing them with teacher organizations.

In addition to the analysis of the contract language, interviews were held with twelve superintendents and a member of the district's management negotiating team. The interviews were held in randomly selected school districts whose PNA's contained any clauses dealing with the three specific areas. The purpose of the interviews was to determine the rationale for including the clauses in the PNA, and whether or not it was stated by the superintendents that the boards of education had abrogated, retained, or shared their statutory rights with the teacher associations.

According to the superintendents, there were basically four reasons for including these clauses in the PNA's:

1. A compromise between stronger, more restrictive language, and procedural type language.
2. Trade-off for lesser demands in other areas, particularly in salaries and fringe benefits.
3. An attempt by the boards of education to mollify the need of the associations to have some language dealing with this area in the contract.

4. The militancy of the teacher associations to have such a clause in the contract.

The management team members' reasons for including the clauses had some commonality with the superintendents. The team members' reasons for including these clauses were:

1. A "concern" for the staff being notified of their assignments, vacancies, and transfers.
2. Trade-off for a lesser amount of salary.
3. Contained in Teacher Handbook already, so now as formalized in the contract.
4. Simply accepted the language in the Level IV agreement from the Illinois Education Association.
5. Persistence of the association to include the clause.
6. Lack of any specific policy or administrative rule dealing with assignment and transfer.

The majority of the superintendents and management team members stated that their boards had retained their statutory rights. Statements from superintendents and team members indicating at least a sharing of statutory rights, if not an abrogation, were predicated on the inclusion of mandated procedural language in the clauses. In spite of the mandated procedural steps that boards of education agreed to follow prior to assigning, transferring, dismissing, or reducing teachers, the final decision in all cases remained under the purview of the boards. By maintaining the ability to make all final decisions, all boards of education in the study retained and did not abrogate their statutory rights.

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VITA

William C. Hitzeman was born in Chicago, Illinois, October 23, 1928.

He received his elementary education in a parochial school in Chicago. His secondary education was received in Oconomowoc, Wisconsin and Staten Island, New York. He graduated from Augustinian Academy on Staten Island in June, 1946. The Bachelor of Arts degree in Philosophy was conferred by Villanova University, Pennsylvania, in June, 1951; and the Master of Education degree in Educational Administration and Supervision was conferred by De Paul University, Chicago, Illinois, in June, 1959.

He began his teaching career in September, 1953, at the Oak Lawn-Hometown Elementary School District No. 123 in Oak Park, Illinois where he taught fifth grade. After serving two years in the U. S. Army, where he was a Troop Information and Education Noncommissioned Officer in Germany, he returned to Oak Lawn in September, 1955. He served this district in many capacities; as teacher, assistant principal, and principal. In July, 1963, he became assistant superintendent in the Lincolnshire-Prairie View Elementary District No. 103 in Lake County, Illinois. He is currently the superintendent of the Long Grove-Buffalo Grove Elementary District No. 96 in Long Grove, Illinois, a position he assumed in July, 1968.

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CHAPTER I

INTRODUCTION TO THE STUDY

The history of unionization of employees in the private sector dates back 150 years. However, it is only since the 1930's that there has been large scale collective negotiations. More recently, collective negotiations have been widely accepted by the public as an appropriate way for employees in the private sector to determine wages, hours, and working conditions.

The concept of collective bargaining is being transferred rapidly to the educational community throughout the United States. Two major breakthroughs in achieving collective bargaining in education occurred in 1959 and the early 1960's. In 1959 Wisconsin became the first state to grant public employees' organizations, including teacher unions, the right to recognition and to negotiate terms and conditions of employment.¹ The year 1960 saw the New York City teachers successfully organize and win recognition through the teachers' affiliation with the American Federation of Teachers, much to the chagrin of the National Education Association. Intense rivalry between these two organizations continues as they compete in their efforts to organize teacher groups throughout the country.

¹E. B. Shils and C. T. Whittier, Teachers, Administrators, and Collective Bargaining (New York: Thomas Y. Crowell Company, 1968), p. 68.

Following the enactment of legislation in Wisconsin in 1959 authorizing teacher collective bargaining, four other states enacted similar legislation within the next five years. Collective bargaining laws for public employees had been enacted in thirty States by 1974². A National Education Association research survey in 1966-67 identified 389 written contracts in thirteen states. In 1972, a similar survey identified 2,556 contracts in thirty-nine states.³ Such statistics indicate the rapid involvement of teachers in the collective bargaining process.

States vary widely in their legislative requirements which allow teacher collective bargaining. Some states limit coverage to a specific occupational group while others have a comprehensive law which covers all public employees. Some states require full bargaining, while others authorize bargaining to those areas mutually agreed to by both parties. Some states only require a discussion regarding certain subjects, usually those relating to salaries and fringe benefits.

Many state legislatures have had to deal with the issue of collective bargaining in the public sector. The legislatures have had difficulty in dealing with the balancing of the interests of public employees against the interests of the public. Consideration has been given to the need for preserving management rights which will assure that the governmental functions will be conducted in a manner responsive to

² National Education Association, Negotiations Research Digest (Washington, D. C.: The Association, May 1974), p. II

³ Negotiations Research Digest, op. cit., January, 1974, p. 15

the public will. However, when dealing with pressure groups versus public interests, legislators' votes may consider the former more than the latter.

In Illinois there is no legislative enactment mandating collective bargaining for public employees. Negotiations are permitted between the parties by virtue of a judicial decision (Chicago Division of Illinois Education Association versus Board of Education, City of Chicago, 76 Illinois) Second 456, 222 NE 2d, 143 (1966). Within the last few years, various attempts to mandate negotiations have been introduced in the Illinois Legislature. None have been passed as yet.

In spite of the lack of a legislative mandate, 430 school districts in Illinois have signed agreements for the 1976-77 school year achieved through the process of collective bargaining. This represents 42% of all the school districts in the state. In 1974-75 there were 388 such agreements.⁴ There is a noticeable increase in the percentage of districts with signed agreements as school district size increases as seen from Table 1.⁵

Collective bargaining is here and here to stay. The question is no longer whether teachers should bargain, but rather what should be bargained. In some instances, boards of education have agreed to clauses in collective agreements calling for mutual agreement between board and teachers about

⁴Illinois Office of Education, Illinois Teacher Salary Schedule and Policy Study 1976-77 (Springfield: State Board of Education, February, 1977), p. 12.

⁵Ibid., p. 11.

matters of educational policy as well as working conditions. Such negotiated clauses bring about an interrelationship of educational policy, public policy, and teacher working conditions. And as the scope of bargaining expands to these interrelated topics, teachers assume a voice in public matters. This is a step that has implication far beyond problems associated with the scope of bargaining in the private sector.⁶ Courts have ruled that boards of education must not allow themselves to bargain away mandated management prerogatives. Clearly the potential exists for the power generated by negotiations to bring about significant changes in the distribution of authority with respect to policy and managerial rights.

TABLE 1

NUMBER OF SCHOOL DISTRICTS WITH SIGNED AGREEMENTS
BY ADA SIZE: 1976-77

District Average Daily Attendance	No. of Districts	No. of Districts With Signed Agreements	% of Districts With Signed Agreements
Under 500	340	40	11.8%
500-999	262	83	31.7%
1,000-2,999	295	193	65.4%
3,000-5,999	76	68	89.5%
6,000-11,999	39	34	87.2%
12,000 and above	12	12	100.0%
Total	1,024	430	42.0%

⁶Michael H. Moskow, J. Joseph Loewenberg, Edward Koziara, Collective Negotiation in Public Employment (New York: Random House, 1970), pp. 154-155.

The Purpose of the Study

The purpose of the study was to analyze the contents of Professional Negotiations Agreements (PNA's) for 1976-77 regarding three specific areas and the rationale for the inclusion in the PNA's of the three specific areas. The three specific areas were teacher assignment and transfer, dismissal of teachers, and reduction of professional staff. A secondary purpose of the study was to determine to what extent, if any, boards of education may have abrogated, retained, or shared their statutory rights with teacher associations by including any of the three areas in the PNA's.

Assignment of teachers refers to the initial assignment of a new teacher to a specific position and any subsequent assignments. Transfer of teachers refers to teachers voluntarily requesting a change of assignment or to teachers being involuntarily reassigned based on the education needs of the district. Dismissal of teachers refers to a board of education dismissing tenure and non-tenure teachers for just cause under Section 24-11 and Section 24-12 of the Illinois School Code. Reduction of professional staff refers to the deletion of staff positions for reasons such as lack of funds or declining enrollment under section 24-12 of the Illinois School Code.

The northeastern section of Illinois, especially Cook, DuPage, and Lake Counties, was chosen for this study because of its diversification. Throughout the area, people range in economic extremes from the very wealthy to the very poor. Some school districts are experiencing declining enrollment while others are continually growing. Concerned about job security,

teachers are presenting a variety of ways to include reduction in force (RIF) clauses in negotiated contracts. Tax increases are being approved by the voters in some districts, while voters in other districts are defeating proposed increases. This diversification has ramifications for items that are included in or excluded from negotiated contracts. Northeastern Illinois lends itself to such a study because of its cosmopolitan and provincial characteristics.

There are 183 elementary school districts in the three Counties of Cook, DuPage, and Lake. Since there is no basis for any predetermined number for a sampling in a qualitative study, the number of 183 is a representative sampling of the elementary school districts in northeastern Illinois.

There were a number of reasons why a study of this nature is important:

1. The findings of this study will provide information for school districts experiencing declining enrollment and decreasing revenue both at the local and state levels. The information provided will consist of the number of school districts in northeastern Illinois which have included one or more of the three specific areas in their PNA's. Additional information will include the rationale for the inclusion of the specific areas in a PNA. Such information will include the rationale for the inclusion of the specific areas in a PNA. Such information may be used as a guide for boards of education and administrators involved in the negotiations process and confronted with teacher organization demands to be involved in the board's managerial prerogatives.
2. Boards of education and administrators will find it helpful to be aware of any forces that may influence the decision-making process at the bargaining table. Such knowledge should help forearm management in dealing with union representatives. Therefore, management could develop its own strategies in dealing with such forces.

3. With the increased attention to collective bargaining legislation in the United States as well as the increased practice of collective bargaining in the State of Illinois, the need for basic research is quite apparent. A study of this nature will provide accurate information concerning forces which influenced the bargaining practices during the development of the 1976-77 PNA's.
4. The literature in the field of collective bargaining would be enhanced by the findings of this study.

Methods and Procedure

Four approaches have been utilized in this study. First, in order to determine which school districts have PNA's, letters were sent to all elementary school district superintendents in the Illinois Counties of Cook, DuPage, and Lake requesting copies of their 1976-77 PNA's, if they had such a written agreement.

The second phase of the study was an examination of the PNA's that were received to determine the frequency the three specific items appeared in the PNA's. The thrust of the examination was to determine the extent boards of education were either abrogating their legal rights and responsibilities, sharing them with the teacher organizations, or retaining their legal responsibilities. An examination was made of the language of the PNA's as it pertains to the three specific areas. The exact contract language was helpful in determining the extent to which boards of education were retaining their prerogatives, abrogating them or sharing them with teacher organizations.

The third phase of the study was an interview with twelve superintendents and a member of the district's management negotiating team from randomly selected school districts whose PNA's

contained any clauses dealing with the three specific areas. A series of questions were formulated that related to the rationale for inclusion of the three specific areas in the PNA's. The questions were validated by administering them to six superintendents involved in the negotiating process. The basis for validating the questions was to determine if the wording of the questions dealt with the main thrust of the interview--to determine the rationale for inclusion in the PNA's of a clause dealing with teacher assignment and transfer, or dismissal of teachers, or reduction of professional staff.

While there is no basis for any predetermined number of interviews in such a qualitative study, it was included, based on the hypothesized number of districts having PNA's which contain any of the three specific areas, that the appropriate personnel from twelve districts would be sufficient to be included in the interviewing process.

The fourth phase of the study was a comprehensive analysis of the superintendents' and other interviewees' responses. Each interviewee was asked the same questions related to the primary purpose of the study which attempts to determine the rationale for inclusion of specific areas in the PNA's. The narrative analysis was made in the following manner;

1. A comprehensive analysis of the superintendents' and the other interviewees' responses was made. Included in this analysis was a comparison and contrasting of all superintendent responses to each other and other interviewees responses to each other. Variations of responses were stated and analyzed by comparing and contrasting the responses of the superintendents to the answers of the other interviewees. Because of the qualitative nature of the responses,

no statistical analysis was prepared.

2. A determination was made as to the existence of any consistency or non-consistency in the rationale of the two groups for inclusion of the items in the PNA's. This analysis was done in terms of the implications and ramifications the rationale may have for the negotiating process, school board rights and responsibilities, and the administration for the school district.

3. Forces that influence the inclusion of the items in the PNA's were also compared and contrasted to such forces that were indicated in the literature and research documents, as well as those stated by experts in the field of negotiations.

4. An analysis was made of the contract wording relative to any of the three specific areas which were included in the PNA's. The thrust of the analysis was to determine if the boards of education have abrogated their statutory rights, retained their statutory rights, or shared their statutory rights with teacher organizations. The criteria for determining the abrogation, retention, or sharing of the board's statutory rights with teacher organizations were the words used in the contracts dealing with the three specific areas of teacher assignment and transfer, dismissal of teachers, and reduction of professional staff.

Words such as "The board will comply with," "The board agrees to abide by," "The Board agrees to do," "agrees to abide by the recommendation" were indicators that the board may have abrogated its statutory rights. Such phrases make reference to the board of education complying with or agreeing to abide by the decision or recommendation of the teacher organization.

Words such as "The board retains and reserves to itself," "unilateral action of the board," "The board shall not cause the teachers' organization to be involved in" were indicators that the board has retained its statutory rights.

To assist further in the analysis of the words used in the contract, clarification of the contract language was sought during the interviewing process.

A number of sections in The School Code of Illinois (Chapter 122 of the Illinois Revised Statutes) refer to the three specific content areas specifically or by implication--Section 24-11, Section 24-12, Section 17-1, and Sections 10-20-1 through 10-20-30. These sections deal with the powers and duties of the boards of education and the language used is mandatory. Boards of education must zealously guard their management rights. While agreeing to procedural steps, the final decisions remain within the purview of the boards. This is especially true in light of Chicago Division of Illinois Education Association v. Board of Education of Chicago, 76 Ill. App.

2nd 456; 222 N.E. 2d 243 (1967). The court ruled that in the negotiations process, statutory powers and duties of a board of education may not be delegated.

Limitations and Delimitations

Limitations of the study are those presented by the interview process. However, the questions add a definite structure to the interview data. Through the face-to-face interview, it was possible to probe more deeply into an area. Through the respondents' incidental comments, information that would not be conveyed in written replies were acquired.

The study is delimited to public school elementary superintendents and one member from the district's management negotiating team. Further delimitation is given by confining the study to the public elementary school districts in the Illinois Counties of Cook, DuPage, and Lake.

Delimiting the study to elementary school districts allows a narrower focus of attention. By restricting the study only to elementary districts, a more specific data base can be established which will allow the narrower focus on the three specific areas at the elementary level. Also, elementary school districts were chosen because within the three county area they represent the majority of school districts.

Definition of Terms

AFT	- American Federation of Teachers
IEA	- Illinois Education Association
IFT	- Illinois Federation of Teachers an affiliate of the AFT
NEA	- National Education Association

- Management Rights** - Those powers given to boards of education by the Illinois School Code.
- PNA** - Professional Negotiations Agreement--the finally agreed-upon document which contains the terms of the negotiated contract and which binds the parties to certain actions for a specified period of time.
- Professional Negotiations** - That process whereby teachers represented by organizations of certified employees meet and confer with boards of education or their representatives for the purpose of reaching agreement on matters related to their employment.
- Abrogate** - Give up the right to make final decisions.
- Retain** - To keep the right to make final decisions.
- Share** - To allow participation in making final decisions.

The purpose of this study was to determine the rationale for including in the PNA's clauses that dealt with the assignment, transfer, dismissal, and reduction in force of teachers. In addition, the study was to determine to what extent, if any, boards of education had abrogated their statutory rights, or shared them with the teacher associations, or retained them. The two main sources of data were an analysis of the contract language from the PNA's included in the study and a personal interview with twelve superintendents and twelve members of the management negotiating team. Based on the data obtained, conclusions were drawn and recommendations made.

CHAPTER II

REVIEW OF RELATED LITERATURE AND RESEARCH

This chapter presents a review of the related literature and research and provides background information concerning the effect of collective bargaining on the public schools.

There are two parts in this chapter. The first part deals with a review of the relevant literature and contains three sections: 1) The development and recent influences of collective bargaining, 2) The extent of the bargaining controversy, 3) The implications for public school education. The second part deals with a review of the related research.

Review of Related Literature

Development and Recent Influences of Collective Bargaining

With the advent of collective bargaining in the public sector, a new perspective has been brought to the area of public education. Over 3,000 school districts in the United States have some form of collective bargaining. Because of the different practices and procedures, it is difficult to synthesize the impact of collective bargaining.¹ While the general process of bargaining is fairly consistent throughout the country, state statutes and local customs may dictate who may

¹Institute for Responsive Education, The Community at the Bargaining Table (Boston: Boston University, 1975), p. 8.

bargain, what is bargained, and what steps may be taken to resolve differences. This state of negotiations will continue to exist until such time as state and/or federal statutes would set forth in precise language who may negotiate and what is negotiable.

The basic concept of collective bargaining indicates an exchange of proposals and counterproposals. Professional negotiations is the term preferred by the National Education Association (NEA). The NEA's goal was one of bilateralism in decision making rather than unilateralism. In an attempt to bridge the semantic gap, Lieberman and Moskow coined the term "collective bargaining."²

There has been a rapid growth of collective bargaining since the late 1950's. Wisconsin became the first state to legislate the process in 1959. In 1960, the United Federation of Teachers, an affiliate of the American Federation of Teachers (AFT), began to work actively for collective bargaining with the New York City Board of Education. The success of that effort was probably the most important single event in the development of the collective negotiations movement. The election to determine the bargaining agent for the teachers was a major victory for the AFT.

The AFT victory had two major effects on future attempts at a formalized relationship between teachers and boards of education. First, the stage was set for a forceful press by

²Thomas R. Gilroy, Anthony V. Sinicropi, Franklin D. Stone, and Theodore R. Urich, Educator's Guide to Collective Negotiations (Columbus: Merrill Publishing Company, 1969), p. V.

teachers for formal recognition by school boards. AFT had established the use of massive teacher strikes as a method of adding strength to their demands. The second lasting effect was the rapid growth of the AFT in membership and influence. The membership of AFT has grown from 55,000 teachers in 1958 to 425,000 members in 1975. The influence of the AFT victory is shown by the actions taken by NEA to adjust its position on negotiations to accommodate the demands of teachers for a strong bargaining position, similar to AFT's.

Shortly after the AFT victory in 1962, President Kennedy issued Executive Order 10988 allowing federal employees to bargain collectively. By 1968, twenty-three states had enacted collective bargaining laws for the public sector.³ Just seven years later, thirty-six states required some form of negotiating with certain employee organizations.⁴ The gamut of practices runs from very detailed procedures, requirements, and negotiable items to granting only the right to meet and confer.

Various writers have viewed the results of collective bargaining as well as teachers demanding more involvement in decision making. A number of major issues, such as class size, non-professional duties of teachers, and teacher assignment, were brought to the bargaining table according to Donovan. More time, however, should be spent on negotiating educational

³ Charles R. Perry and Wesley R. Wildman, The Impact of Negotiations in Public Education: The Evidence from the Schools (Worthington: Charles A. Jones Publishing Company, 1970), p. 56.

⁴ Education Daily, March 24, 1975, p. 4.

benefits for children.⁵

Referring to negotiations in 1974-75, Nordlund reported that school boards were very reluctant to allow "discussable" or non-mandatory items to be placed on the bargaining table. Attempting to classify the casual factors of conflict between teacher organizations and boards of education, Nordlund listed the interpretation of what can be bargained as one such factor.⁶

Public sector bargaining has been viewed in two phases by an NEA negotiator from Seattle, W. Frank Masters. Immediate problems and specific remedial procedures made up the first phase. Adjustment and compromise in critical areas related to job security comprised the second phase. The real conflict is between school boards' concern about loss of their authority and managerial rights and teachers' desire for more control over their work and security.⁷ Most writers agree that the basic goal, and the driving force behind collective bargaining is the participation or involvement of teachers in the formation of school policies.

The causes of teacher militancy were placed into three categories by Stinnett: the changed working conditions with larger districts, the changed teacher profession with younger teachers and more training, and a new commitment to become a

⁵Bernard E. Donovan, "Negotiations: Ten Years Later," NASSP Bulletin (December, 1971), pp. 46-48.

⁶Willis J. Nordlund, "A Critique of Teacher Negotiations in 1974-75," Labor Law Journal (February, 1975), pp. 119-124.

⁷W. Frank Masters, "Teacher Job Security Under Collective Bargaining Contracts," Education Digest (May, 1975), pp. 18-20.

vital part of something more than what the teaching profession had been.⁸ According to Moskow, it was inevitable that there would be conflict between professionally trained employees and the lay control of public education.⁹ With today's teachers being younger and better trained, Gilroy and others saw the traditional bureaucracy as an alienating factor and a major cause of teachers demanding more of a role in decision making.¹⁰ Stinnett, Kleinman and Ware pointed out that economic injustices were major factors leading to negotiations. Years of frustration with low salaries and the paternalistic attitudes of school boards was also mentioned. In their attempts to secure negotiations rights, major goals of teachers were recognition and dignity.¹¹

A major factor in current teacher unrest is the rivalry and power struggle between the NEA and the AFT, according to Carlton. Over the past twenty years the changes in education as well as economic and social changes have added to teacher frustration. He also believes that the reason for the tension and dissatisfaction in the modern day schools and the demands

⁸T. M. Stinnett, Professional Problems of Teachers (New York: The Macmillan Company, 1968), P. 88.

⁹Michael M. Moskow, Teachers and Unions, The Applicability of Collective Bargaining to Public Education (Philadelphia: The University of Pennsylvania, 1966), p. 3.

¹⁰Gilroy, op. cit., p. 3.

¹¹T. M. Stinnett, Jack H. Kleinman, and Martha L. Ware, Professional Negotiations in Public Education (New York: The Macmillan Company, 1966), pp. 26-27.

for immediate change is the teacher militant revolution.¹²

The new militancy or aggressiveness toward organizational strength are summarized by Perry and Wildman:

1. Desire for greater economic benefits
2. Increased professional training
3. Desire for greater voice in formation of policies
4. New legislative rights
5. Intense rivalry of NEA and AFT
6. Large city and large school problems
7. Response to public criticism
8. Cultural acceptance of activism¹³

Teacher organizations are also moving more deliberately into the political arena. In 1974, the NEA had an annual budget of \$37 million and the AFT had an annual budget of \$8 million. More and more of these funds and efforts are being diverted toward supporting state and national candidates who are sympathetic to the teachers' causes.¹⁴

Throughout the country, educators recognize the probability of the NEA and AFT merging into one organization. Both organizations are aware of the potential impact of such a merger. The two organizations' power would be increased greatly, particularly at the state level where there is a movement toward

¹²Patrick W. Carlton and Harold I. Goodwin, The Collective Dilemma: Negotiations in Education (New York: Charles A. Jones Publishing Company, 1969), pp. 26-27.

¹³Perry and Wildman, op. cit., pp. 13-15.

¹⁴Editors, "Get Ready for a Lot More Pow in Collective Bargaining," American School Board Journal (October, 1974), pp. 32-33.

more state control of public school funding. Mathews stated that a collision between one powerful teachers' organization and state-wide bargaining would necessitate many changes.¹⁵ Suggested changes might be the need for state statutes that clearly define entire bargaining practices and procedures, the employment of professional negotiators by boards of education, and re-training of administrators and supervisors in dealing with such teacher militancy.

Should NEA and AFT merge, Lieberman indicated that a merger of NEA and AFT would probably result in a more representative and conservative organization. The result of such a merger might be a lessening of rivalry, greater resources, and a reduction of pressure on management. He also believed that unification of the two organizations would also be much more effective politically and more successful in achieving state mandated benefits.¹⁶

The Extent of the Bargaining Controversy

The ambiguity and controversy surrounding the scope of bargaining is clearly reflected in the literature. Because of the rapid change of positions since 1960, the question still remains unanswered regarding what is bargainable. The parties on both sides of the table, management and teacher associations, know what they want to bargain and what they do not want to

¹⁵ John Mathews, "The States Eye NEA-AFT Merger," Compact (January-February, 1974), p. 34.

¹⁶ Myron Lieberman, "What Merger Will Mean in Your Negotiations," School Management (February, 1974), pp. 10-12.

bargain. Only state or federal statutes may finally answer the question as to what is or is not bargainable. The concern about statutes at either level is the loss of control by the local school board.

The scope of negotiations has been defined broadly by both the NEA and AFT. In 1965, the NEA set forth a general statement dealing with negotiations:

Teachers and other members of the professional staff have an interest in the conditions which attract and retain a superior teaching force, in the in-service training program, in class size, in the selection of textbooks, and in other matters which go far beyond those which would be included in a narrow definition of working conditions. Negotiations should include all matters which affect the quality of the educational system.¹⁷

A few years later, the NEA listed specific topics, thirty of them, as being "appropriate for collective bargaining."¹⁸

In a short statement in the early 1960's, the AFT briefly stated that it would place no limit on the scope of negotiations.¹⁹

The former executive director of the National School Boards Association, Harold V. Well, illustrated quite clearly the conflict regarding policy for collective bargaining:

At the very least, educational policy must remain free from the vested interests of unreachable professionals--unreachable, because teachers not only are free from public accountability but in many

¹⁷ National Education Association, Guidelines for Professional Negotiations (Washington, D.C.: The Association, 1965), p. 81.

¹⁸ National Education Association, How to Negotiate: A Handbook for Local Teachers Associations (Washington, D.C.: The Association, 1969), pp. 54-56.

¹⁹ Gilroy, op. cit., p. 21.

instances they are sheltered from management accountability through tenure laws. Certainly, teachers and other employees should be consulted on matters pertaining to their work, but it is difficult to understand how the educational process can be served by trading off curriculum decisions at a heated bargaining session. Furthermore, if matters of educational policy become contract items, the result could have severe effects on the innovations, experimentation, and desirable variations in the teaching-learning process, all of which are so vital to a fulfilling school experience.²⁰

The proper subjects of negotiations, as defined by Ackerly and Johnson, should involve the economic and physical welfare of employees and conditions which affect that welfare. Matters that have been traditionally considered educational policies should be negotiated. Ackerly and Johnson listed such items as curriculum matters, assignment practices, procedures of discipline, and other usual matters of management.²¹

Confusion regarding the scope of bargaining has been brought about by various interpretations of the terms "conditions of employment." These words were transferred to the public sector from private industry which traditionally had negotiated in the area of working conditions.²² Perry and Wildman suggested that the scope of bargaining in the private sector was narrow in the first years after the organization

²⁰Harold V. Webb, "The Case for Keeping the Federal Government Out of Board-Teacher Negotiations," The American School Board Journal (July, 1972), p. 19.

²¹Robert L. Ackerly and W. Stanford Johnson, Critical Issues in Negotiations Legislation, Professional Negotiations Pamphlet Number Three (Washington, D. C.: The National Association of Secondary School Principals, 1969), p. 9.

²²Edward B. Shils and C. Taylor Whittier, Teachers, Administrators, and Collective Bargaining (New York: Thomas Y. Crowell Company, 1968), p. 365.

of labor unions but consistently expanded to cover an increasing number of traditional management prerogatives. They compared that historical trend to what has been happening in education in the past few years and clearly identified the parallel trends.²³

The interpretations of the terms "conditions of employment" became more varied as additional states included the language in bargaining legislation. The courts gave wide latitude to the phrase as they were asked to interpret more legal language. To preclude such a trend, Seitz urged that informal participation in decision making be granted to teachers.²⁴

While considering class size as a working condition, Rhodes and Neal stated that the determination of class size was educational policy and non-negotiable.²⁵ Howe also considered class size as well as teacher transfer non-negotiable. He felt it was more professional to deal with such problems as they arose, rather than during a few weeks of negotiations each year.²⁶ Restricting collective bargaining to the area of

²³Perry and Wildman, op. cit., pp. 112-113.

²⁴Reynolds C. Seitz, "Scope of Bargaining Under A Statute Providing for Negotiations on Conditions of Employment," NOLPE School Law Journal (Fall, 1970), pp. 26-29.

²⁵Eric F. Rhodes and Richard G. Neal, Managing Educational Negotiations (Washington, D. C.: Educational Service Bureau, Inc., 1968), pp. 50-51.

²⁶Paul H. Howe, "Six Years as a Negotiator: Bargaining Tips," Indiana School Board Association Journal (May-June, 1974), pp. 6,8.

teacher welfare was also stressed by Brown.²⁷ Academic freedom with the possible loss of individuality was threatened by collective bargaining, according to Kirk. As unionism spread, he saw the loss of teacher objectivity in the classroom.²⁸

The effect of negotiations on the principalship was a concern of Epstein, since most topics in an agreement affect the principal in some manner. He suggested the need for rational decision-making rather than power struggle and compromise.²⁹

Strong management rights clauses in negotiated agreements would leave the question of negotiability of an item more to the discretion of the school board. Wildman strongly suggested that school boards distinguish between the topics which could or could not be bargained and then hold fast to that decision. Policy matters should not be negotiated. However, Wildman recognized the difficulty in defining "educational policy" and the related teacher concerns. Teachers view the subject of transfer as a working condition, though boards of education perceive transfer of personnel critical to educational decision making.³⁰

²⁷ B. Frank Brown, "American Education: The Problems Ahead," NAASP Bulletin (May, 1975), p. 31.

²⁸ Russell Kirk, "Academic Freedom and the Agency Shop," Education (February-March, 1975), p. 196.

²⁹ Benjamin Epstein, What is Negotiable? Professional Negotiations Pamphlet Number One (Washington, D. C: The National Association of Secondary School Principals, 1969) p. 9.

³⁰ Wesley A. Wildman, "What's Negotiable," The American School Board Journal (November, 1967), pp. 7-10.

Lieberman has assumed a position that would limit the scope of bargaining. He mentioned several reservations about bargaining in the area of educational policy making. By including policy making in collective bargaining, Lieberman argued that there would be exclusion of citizen groups and interested members of the community.³¹ A similar concern relative to the traditional concept of lay control was raised by Perry and Wildman. They predicated that experimentation and new program implementation would be more difficult in the future unless educational policy-making remained with boards of education.³²

Implications for Public School Education

The delicate balance between public interest and educational policy has been highlighted by the use of collective bargaining by teacher organizations. The public, more and more, is holding school boards responsible for the operation of the public schools and they see a limiting of their operations through negotiated agreements. Granting that the policies established by school boards may not always work well, it has been proven that negotiating policies is necessarily better for the commonweal.

Under considerable discussion by groups of educators and citizens interested in maintaining local control of schools has been the potential loss of influence by community members in the

³¹Myron Lieberman, "A New Look at the Scope of Negotiations," School Management (December, 1972), p. 8

³²Perry and Wildman, op. cit., p. 225

decision making process. The basic question is whether or not employees in the public sector are to be given comparable negotiating rights as those in the private sector. The difference between private and public sector employment should be recognized by state legislatures when enacting statutes. Doherty suggested that the most significant diviation from the private employment model is the widespread statutory denial for public employees to strike or engage in any form of work stoppage.³³

One powerful factor in slowing the movement of public employee negotiations has been the doctrine of illegal delegation of statutory authority. However, Perry and Wildman reported this doctrine is no longer a potent obstacle. This is particularly true in view of legislation in states that authorize collective bargaining and the increased discretion granted to administrators. They also pointed out that even in the absence of statutory authorization, the courts have frequently supported the authority of school boards to bargain collectively.³⁴ The right to organize and to collectively negotiate has many legal ramifications, according to Stinnett, Kleinman, and Ware. They also indicated that while there may be no statutory authority, school boards might not have the

³³Robert E. Doherty, "Teacher Bargaining: The Relevance to Private Sector Experience," The Collective Dilemma: Negotiations in Education (New York: Charles A. Jones Publishing Company, 1969), p. 193.

³⁴Perry and Wildman, op. cit., p. 38.

authority to sign contracts nor be forced to engage in negotiations.³⁵

According to Steitz, the definition of negotiations may be the determining factor as to whether or not negotiations is an infringement on school board authority. School boards' authority should not be restricted by procedures imposed through negotiations. Good faith bargaining should not impose restrictions on school boards, but only require them to explain their position and give reasons for their stands. Such bargaining should not infringe on school board powers nor require particular techniques. While the authority of school board powers might be compromised by state boards, good faith bargaining does not necessitate counterproposals, concessions, and capitulation to every demand.³⁶

The position of Seitz is bolstered by Rhodes and Neal who state that the legal authority of boards need not be abandoned through collective bargaining. A proposal that impinges on the authority of a school board need not be accepted. When a demand is incapable of being administered, unreasonable, or impossible to finance, school boards should have no compunction about rejecting it.³⁷

Before additional legislation is enacted regarding

³⁵ Stinnett, Kleinman, and Ware, op. cit., p. 56.

³⁶ Reynolds C. Seitz, "Board Authority and Negotiations - An Analysis," in Readings in Public School Collective Bargaining, Volume 1 (Washington, D. C., Education Services Bureau, 1971), p. 47.

³⁷ Rhodes and Neal, op. cit., p. 65.

collective bargaining in the public sector, several writers suggested that there be a closer examination of the differences between private and public sector bargaining. The president of the National Labor-Management Foundation, R. Rayburn Watkins, raised several concerns about the private sector bargaining techniques being followed in the public sector. Reasons for his objections are:

1. The public sector does not have the profit motive as an economic base.
2. There could be conflicts with bargained agreements as a result of guaranteed benefits by civil service regulations and state laws.
3. The normal balance between labor and management could be more readily disturbed because of the political power of unions in the public sector.
4. The uniformity of state practices has been restricted by a lack of constitutional authority for the federal government to regulate state and local governments and the relationships with their employees.
5. The neutrality of government and the political process should be threatened³⁸ by the possibility of mandated unionism.

The ability to respond to the public will was threatened by negotiations. Neal indicated that negotiations could impose such limitations that school boards, and thus the people, would no longer have control over their own schools. He warned public management of the dangers in collective bargaining and the foolishness of emulating private sector practices in the public sector. He listed several reasons for not allowing such emulation:

³⁸ Educators Negotiating Service, Special Report, January 1, 1974, p. 46.

1. The total difference between the profit motive.
2. Relocation of schools is impossible.
3. It is impossible to replace, in large numbers, the specialized skills of teachers.
4. People of the community hold school boards accountable to them.
5. The private sector has much more freedom of operation than do the school boards.
6. Management initiative is hindered by state and local policies.
7. There is more sensitivity of political considerations in the operations of school boards.
8. Parents have few alternatives because of the lack of competition in public education.
9. Teachers are provided with benefits mandated by the state.³⁹

The difference, however, between bargaining in private and public sectors, according to several other writers, is not as great as Neal perceived it to be. The power relationship in industry has also developed between public employers and employees. Perry and Wildman continued to point out that while public employees are only beginning to receive legal protection, the law has closely regulated bargaining in the private sector.⁴⁰ The parallels between private and public sector bargaining were observed by Doherty. However, he felt that in order to minimize future problems and allow for more possibilities and flexibility,

³⁹Richard Neal, "The Impact of Collective Bargaining on Education," Compact (June, 1972), pp. 9-12.

⁴⁰Perry and Wildman, op. cit., p. 25.

separate laws for teachers should be enacted. Impasses, while typical in the private sector, were seen by Doherty as a major problem in the public sector. He also took a position in favor of legalized strikes in contrast to the existing spurious conditions.⁴¹

Herrick Roth, president of the Colorado Labor Council, AFL-CIO, is another writer who believed that the private sector patterns must be followed in the public sector. While admitting to the stress and strain caused by the growth of negotiations, he saw nothing to stop or even slow the movement. Roth felt that private sector collective bargaining was adaptable to the public sector, though definitive laws would lessen the friction.⁴²

Arnold Zak submitted that federal legislation might be necessary to avoid unrest and conflict throughout the states. Existing legislation was inadequate in many states and lacking in others. The basic elements of the process of collective bargaining would be insured through legislation. Included in such legislation would be the right to organize, administration by a neutral force, and a grievance procedure.⁴³

With the growth in strength and power of teacher organizations, it was well documented that collective bargaining

⁴¹Doherty, op. cit., p. 196.

⁴²Herrick S. Roth, "A Decade of Proof," Compact (June 1973), pp. 13-15.

⁴³Arnold M. Zak, "Collective Bargaining and Impasse Resolution: Past, Present, and Future," Negotiations Management (July 1, 1974), p. 9.

has extended beyond the traditional scope of salaries and benefits. A part of the American tradition has been the obligation of the school board to consider the views of its various publics. Now school boards face the dilemma, brought about by collective bargaining, of dealing with a decision-making process that has become bilateral. Community involvement and the lay control of schools are being diluted by state mandates.

Throughout educational literature are references to the issue of public control of schools and the various viewpoints dealing with the threat of collective bargaining. Guthrie stressed the erosion of public control of schools as teacher organization officials become as powerful as school administrators. He also pointed to evidence indicating that teachers are being given a type of veto power over the policy-making process of boards of education. Responsiveness of schools to the electorate is seen as the growth of administrative organizations increases along with teacher power.⁴⁴

A survey conducted by Boston University indicated that many community members felt they were powerless in having any input regarding decisions affecting their schools. The main reason for such feelings were bargaining contracts which frequently ruled out parental and community involvement. Completed over a six months period of time, the study indicated that preparation by parents and the community is precluded by collective bargaining. In an attempt to remediate this situation,

⁴⁴James Guthrie, "Public Control of Public Schools: Can We Get It Back?" Indiana School Board Journal (January-February, 1975), p. 8.

the study suggested:

1. A more responsive board of education
2. Multi-level bargaining
3. Multi-party bargaining
4. An ombudsman
5. Limited scope bargaining⁴⁵

Phillip Swain sounded the warning that teacher representatives could soon gain control of education. As President of the National School Board Association, he suggested that local control of schools was being threatened by proposed federal legislation for collective bargaining of teachers. Wages, hours, and terms of employment are not the major problems. Who will make educational policy was the real conflict--local school boards or the federal government. Swain termed the passage of federal legislation as a "catastrophe."⁴⁶

Proposed federal bargaining legislation for public employees was opposed also by the American Association of School Administrators. Their opposition was directed toward proposed bills dealing with benefits already provided by state statutes. They also objected to the authorization of bargaining on school board policies, failure to provide for unfair practices by employee groups, and inadequate guarantees of the rights of management and school boards.⁴⁷

A similar position against federal legislation involving public sector bargaining was taken by a professor at Wake Forest

⁴⁵Institute for Responsive Education, The Community at the Bargaining Table (Boston, Mass: Boston University, 1975), p. 3.

⁴⁶Phillip Swain, Education Daily (April 22, 1975), p. 3.

⁴⁷Educators Negotiating Service, (March 15, 1975), p. 136.

University, Sylvester Petro. A threat to popular and governmental sovereignty would be brought about by federal intervention. The sharing with or delegation to an outside authority such as a union of government power should be avoided.⁴⁸

Samuel Lambert represented the National Education Association point of view. He stressed the need for federal legislation but separate provisions for public education employees. Lambert also pointed out the professional aspects of employment and teachers' interest in the quality of services provided by the schools.⁴⁹

It appears likely that in the near future a federal bill will be passed authorizing collective bargaining for all public employees. This law may take the form of modification of the National Labor Relations Act or may place teachers in a separate category from other employees. Because of activity at the federal level, states may be spurred to pass their own legislation or grant even greater collective bargaining rights to public employees.

Summary of Related Literature

The literature has been presented in three sections. Initially a discussion of the development and recent influence of collective bargaining was provided. The management position

⁴⁸ Bureau of National Affairs, "Threats to Popular Sovereignty Seen In Public Sector Collective Bargaining Laws," Government Employment Relations Report (February 3, 1975), p. 23.

⁴⁹ Samuel Lambert, "Samuel Lambert's Report on Negotiation Legislation," in Readings in Public School Collective Bargaining (Washington, D. C.: Educational Service Bureau, 1971), p. 7.

generally supported a restrictive definition while employee organizations favored a broad comprehensive definition.

The second section presented the extent of collective bargaining. It was noted that there is a wide variety of opinions on the subject and the language which defines the scope of bargaining. As long as terms of employment and working conditions are included in the definitions of scope of bargaining, issues negotiated are likely to be as broad and varied as individual circumstances allow.

The final section reviewed the implications of collective bargaining for public school education. The dangers inherent in public sector collective bargaining has been considered. The positions relative to the delegation of powers and authority granted by the state have been described. Concerns relative to federal legislation in the area of collective bargaining for public employees were revised.

Review of Research

The process of formal negotiations is a relatively recent development in education throughout the United States. Several research studies have been completed in recent years regarding the various aspects of professional negotiations. Attempts have been made by various writers to clarify the problems connected with collective bargaining. Writers have examined the attitudes of teachers and administrators, investigated the roles of participants and the effects of agreements, surveyed recent negotiated agreements and looked for particular implications, and studied trends in collective

bargaining practices.

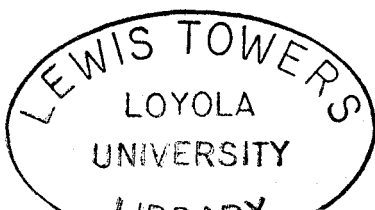
By comparing the history of unrest in Florida with that of the nation, Pinter found that the movement of formalized teacher-school board relationships in Florida was an outgrowth of a broader nationwide movement. He also concluded that the role of the superintendent, principal, and other supervisory and administrative personnel in the process of negotiations is not well defined.⁵⁰

Birdsell studied the status of professional negotiations in selected schools in twelve midwestern states and found that the majority of teachers wanted and expected increased opportunities to discuss professional problems with their boards of education. He also found that all superintendents and nearly all teachers preferred that the superintendent should be included in negotiations involving teachers and the boards of education by at least sitting at the negotiating table. He further stated that the majority of superintendents and teachers agreed that channels should exist whereby teachers may communicate directly with boards of education.⁵¹

In 1971, Cooper conducted a study on teacher attitudes toward negotiations. Among the major findings were: 1) Teachers

⁵⁰Refford Eugene Pinter, "A Descriptive Analysis of Professional Negotiations Agreements in Public School Districts of Florida," (Unpublished Doctor's dissertation, Florida State University, 1967).

⁵¹Donald F. Birdsell, "A Study of the Status of Professional Negotiations in Selected Schools in Twelve Midwestern States," (Unpublished Doctor's dissertation, The University of Iowa, 1965).



will endorse covert procedures for applying pressure in professional negotiations; 2) The degree of support decreases as the negotiational tactics require active participation on the part of the teachers; 3) Male teachers are more militant than female teachers; 4) Secondary teachers are more militant than elementary teachers.⁵²

In a questionnaire sent to 376 public school teachers, Wertz attempted to determine the extent that teachers wanted to be involved in the decision making process. This involvement would be either through administrative devices or through collective bargaining. Few differences were found among the perceptions of teachers, regardless of sex (contrary to Cooper's study previously mentioned) or organizational affiliation. However, AFT teachers generally felt that more items should be decided by negotiations than did NEA teachers. Wertz also reported some differences between what teachers indicated should be decided in normal teacher-administrator dialogue and what the negotiating teams were negotiating.⁵³

Attempting to gain insight into the perceptions of school personnel concerning items for professional negotiations, James Harry surveyed teachers in Indiana and Michigan with a lengthy questionnaire relating to employment practices. Items pertaining to employer-employee relations and salary and

⁵²Frank Whiteford Cooper, "A Survey of Teacher Attitude Toward Negotiations," (Unpublished Doctor's dissertation, University of Southern California, 1971).

⁵³D. C. Wertz, "An Analysis of Teacher Perceptions Toward Selected Educational Items of Possible Collective Negotiations," (Unpublished Doctor's dissertation, Indiana University, 1970).

fringe benefits were considered proper items for negotiations. Items pertaining to personnel policies were considered in the domain of the school board by a majority of school personnel. Teacher-administrator dialogue was considered the appropriate place for items relating to working conditions.⁵⁴

The scope of negotiations in 44 school systems in various parts of the country was studied by West. He found a considerable difference about what is negotiable among superintendents, board members, and officials from teacher organizations. Superintendents and school board members had no significant differences in their viewpoints although almost two-thirds of the board members and superintendents agreed that many of the selected items presented in the study should be more negotiable in the future. Conflict between teachers and superintendents was most evident in the area of policy items and included the items listed below:

1. Procedures for teacher evaluation
2. Teacher transfers
3. Dismissal and resignation
4. Racial integration of education
5. Teacher assignment to special education classes
6. Teacher qualifications⁵⁵

Wilson reported on several recent studies which attempted to measure trends in collective bargaining. The impact of

⁵⁴James B. Harry, "Items of Professional Negotiations: A Comparative Analysis of the Preceptions of Selected Indiana and Michigan School Personnel," (Unpublished Doctor's dissertation, Indiana University, 1972).

⁵⁵Jonathan P. West, "The Scope of Collective Negotiation in Selected Urban and Suburban School Systems: Implications for Public Policy," Negotiations for Professionalization (Washington, D. C.: National Education Association, 1974), p. 16.

collective bargaining has been found to be much greater in personnel policies than in what is typically called educational policies. Processes have been negotiated which will insure teachers a greater voice in important decisions. Other findings reported by Wilson indicated that collective bargaining had little impact upon the decision making power of the boards of education, but had considerable potential for bringing changes to that process.⁵⁶

After examining a number of studies about teacher attitudes towards collective negotiations, Dunn and Baily arrived at the following conclusions:

1. Teachers felt that negotiations had helped them gain substantial salary increases.
2. Teachers had little knowledge about bargaining power.
3. Men teachers and unit representatives showed the most positive attitudes toward collective bargaining.
4. Role and position were significant to differences in attitude toward collective bargaining.
5. Teachers desired to share in the decision making process as well as receive greater compensation.⁵⁷

In a study of the legal status of collective negotiations in public schools, Hazard concluded that administrators will

⁵⁶James D. Wilson, "The Impact of Collective Negotiations Upon the Schools," in Teacher Militancy, Negotiations, and Strikes (Washington, D. C.: U. S. Department of Health, Education, and Welfare, 1972), pp. 15-18.

⁵⁷Frank Dunn and C. Thomas Bailey, "Identifiable Trends in Teacher Attitudes Toward Collective Negotiations," Journal of Negotiations in the Public Sector (Spring, 1973), pp. 118-124.

be forced to identify more completely with the school board "position" in teacher-board negotiations. He also stated that teachers will participate in policy-making on a basis broader than just salaries and working conditions. The development of educational objectives, curriculum, class size, and operational policy will become as much the concern of teachers as of the administrators and boards. Hazard further stated that informal negotiations have tended to become more formalized as more states have enacted negotiations bills.⁵⁸

Perazzo studied the characteristics of teacher negotiation statutes in twenty-six selected states. Among the findings were:

1. Exclusive representation should be provided to the majority employee organization,
2. Both the school board and teachers should be required to bargain in good faith.
3. Negotiable topics should be described in broad terminology.
4. Mediation and fact-finding should be used to resolve impasse.
5. The right to strike should not be included.
6. Written agreements should be required.⁵⁹

Turner investigated the legal status of professional negotiations of all fifty states in the United States. Among the major findings were:

⁵⁸William Robert Hazard, "The Legal Status of Collective Negotiations by Public School Teachers and Implications for Public School Administration," (Unpublished Doctor's dissertation, Northwestern University, 1966).

⁵⁹George Joseph Perazzo, "The Legal Aspect of Collective Negotiations for Teachers in Selected States, 1970," (Unpublished Doctor's dissertation, University of Colorado, 1972).

1. Increased organized efforts to formalize negotiations procedures will be faced by boards of education.
2. All states will have some type of negotiations legislation by 1975.
3. The trend will be toward separate negotiations legislation for teachers.
4. All statutes will eventually provide for exclusive recognition of the teacher representative.
5. Teacher strikes are likely to continue unless other impasse procedures are permitted in public employment.
6. Legislation will not eliminate, and may enhance, the possibility of court cases, attorney general opinions, and teacher strikes.⁶⁰

School board members often prefer to have the principal stay out of negotiations altogether. This was concluded by Kipp while studying the role expectations of Minnesota educators and school board members for the elementary principal in negotiations. He further concluded that a majority of superintendents want active support from principals for the management team.⁶¹

A similar study was completed by Nielson. In regards to the collective negotiations role, the respondents to the Nielson questionnaire generally indicated that the principal (a) should resist measures which would reduce his authority, (b) should be bound to carry out negotiated agreements, (c) should not be a

⁶⁰Samuel Everett Turner, "The Legal Status of Professional Negotiations in the 50 States," (Unpublished Doctor's dissertation, Indiana University, 1970).

⁶¹Byron Earl Kopp, "Role Expectations of Minnesota Educators and School Board Members for the Elementary School Principal in Negotiations," (Unpublished Doctor's dissertation, University of Minnesota, 1972).

member of the teachers' association negotiations team, (d) should not serve on a district grievance committee representing the teachers' association, and (e) should not select teacher representatives for a grievance committee. The findings indicated that the role of the principal in administration has not been influenced to a great extent by the recent advent of negotiations in education. It was also found that the role of the principal in negotiations is presently not clear.⁶²

Studies of the relationship between collective negotiations and teacher morale were conducted by Dexter⁶³ and Davies.⁶⁴ Both studies indicated that the morale of teachers did not improve as a result of collective negotiations. Dexter indicated that collective negotiations appeared to have little influence on teacher morale. Davies concluded that the collective negotiations process is not a vehicle for improving teacher morale.

Summary of Research

A review of the research in the area of collective bargaining revealed many different outlooks regarding working relationships between teacher organizations, teachers, and the management team.

⁶²Ray Leon Nielson, "Role Expectations for Principals in Administration and in Collective Negotiations as Perceived by Representatives of Selected Urban School Areas," (Unpublished Doctor's dissertation, Utah State University, 1971).

⁶³George G. Dexter, "The Opinions of Teachers in Two Junior High Schools Concerning the Effects of Collective Bargaining, the Success or Failure of Bond and Operational Millage Elections and Staff Organization on Teacher Morale," (Unpublished Doctor's dissertation, Wayne State University, 1973).

⁶⁴Paul R. Davies, "Relationship Between Collective Negotiations and Teacher Morale in Selected Indiana Secondary Schools," (Unpublished Doctor's dissertation, Purdue University, 1972).

The following is a summarization of the general findings in a review of related research:

1. There is a pronounced movement by teachers seeking a greater part in policy making regarding those matters which affect the welfare of the teachers in the operation of the school program.

2. The definition of the role of administrators in the negotiating process needs to be more clearly delineated.

3. Legislation at the state level may be necessary to bring about a modicum of consistency relative to negotiable and non-negotiable items.

4. While negotiations have helped teachers gain substantial salary increases, the morale of teachers has not been enhanced because of negotiations.

The findings in this section have definite implications for teacher-management relationships. Improved communications have made teachers throughout the country aware of activities of the profession. Also, the teachers' eagerness to become involved in decision making with regard to school policies has been encouraged by the activity demonstrated by various teacher groups. A significant modification of roles and organization may be required to accommodate the special interest of teachers, administrators, parents, taxpayer, community organizations, and board members themselves. If such modifications do not take place, conflicts will continue to arise with all parties having a feeling of frustration that their needs have not been met.

Summary

The relevant literature provided a discussion of the development and recent influences of collective bargaining. In addition, the extent of collective bargaining and the implications of collective bargaining for public school educations were reviewed. It was noted that management wanted a more restrictive definition of bargaining while teacher associations favored a broader definition. The scope of bargaining covered a wide and varied number of topics, depending on the needs and desires of the individual negotiating groups. Boards of education sought to maintain their management rights, while teacher organizations were seeking a greater voice in major decisions being made by the boards. State legislatures have delineated negotiable items which brought a modicum of consistency to the bargaining process, but concerns were raised relative to the effects of any federal legislation on collective bargaining.

Research in the area of collective bargaining suggested a great variety of perceptions regarding the negotiating of an agreement. The research data seemed to indicate that little consideration had been given to what the schools' primary purposes are and what bargaining does to the total educational process. While boards and teacher associations maneuver to protect their vested interests, rarely do either parties seem to negotiate items relating to the educational benefits for the students. It was noted that in spite of the monetary gains made by teachers through the collective bargaining process,

morale of teachers has not been enhanced. What effect these data have on the teachers's classroom performance is speculative at this time.

CHAPTER III

PRESENTATION OF DATA FROM NEGOTIATED AGREEMENTS

The purpose of the study was to analyze the contents of Professional Negotiations Agreements (PNA's) for 1976-77 regarding three specific areas and the rationale for the inclusion in the PNA's of the three specific areas. The three specific areas were teacher assignment and transfer, dismissal of teachers, and reduction of professional staff. A secondary purpose of the study was to determine to what extent, if any, boards of education may have abrogated, retained, or shared their statutory rights with teacher associations by including any of the three areas in the PNA's.

Assignment of teachers refers to the initial assignment of a new teacher to a specific position and any subsequent assignments. Transfers of teachers refers to teachers voluntarily requesting a change of assignment or to teachers being involuntarily reassigned based on the educational needs of the district. Dismissal of teachers refers to a board of education dismissing tenure and non-tenure teachers for just cause under Section 24-11 and Section 24-12 of the Illinois School Code. Reduction of professional staff refers to the deletion of staff positions for reasons such as a lack of funds or declining enrollment under Section 24-12 of the Illinois School Code.

Chapter III provides a presentation of the data based

on an examination of the contract language found in the clauses dealing with assignment, transfer, dismissal, and reduction of teachers. CHAPTER IV will provide a presentation of the data received from a personal interview with twelve superintendents and twelve members of the management negotiating team. CHAPTER V will provide an analysis of the data from the examination of the contract language as well as the data from the personal interviews.

A letter was sent in the Spring of 1977 to the superintendents of each elementary district in Cook, DuPage, and Lake Counties of Illinois asking them to participate in this study by sending a copy of their district's 1976-77 PNA, if they had one. A few weeks after the initial letter was sent, a second letter was sent as a reminder to those superintendents who had not responded to the first letter of request.

Within the three counties there are 241 school districts. of the 241 school districts, 183 or three-fourths of them are elementary districts. Table 2 presents the distribution of school districts within the three County area.

TABLE 2

Number and Distribution of School Districts
Cook, DuPage, and Lake Counties

<u>Type of District</u>	<u>Cook County</u>	<u>DuPage County</u>	<u>Lake County</u>	<u>Totals</u>
Unit	2	6	5	13
Secondary	27	7	11	45
Elementary	115	32	36	183
Combined	144	45	52	241

Not every elementary school district in the three County area had a PNA. Some elementary school districts with PNA's chose not to participate in the study. Table 3 shows the distribution, by counties, of the elementary school districts with PNA's and the number of elementary school districts that participated in the study by sending a copy of their PNA. According to a June, 1977 research report from the Illinois Association of School Board (IASB), one hundred twenty-six elementary school districts had PNA's. Ninety-five or 75.4% participated in the study.

TABLE 3

Participating School Districts by County

County	No. of Elementary School Districts	No. of Districts With PNA's	No. of Districts Participating
Cook	115	90 (78%)	65 (72%)
DuPage	32	19 (59%)	13 (68%)
Lake	36	17 (59%)	17 (100%)
Combined	183	126 (69%)	95 (75%)

The range of student population, as found in a 1976-77 financial report from the Illinois Office of Education, of elementary school districts with PNA's was from a low of under 500 pupils in Average Daily Attendance (A.D.A.) to a high of over 12,000 pupil A.D.A. Because of the difficulty in obtaining actual enrollment figures, the end of the year A.D.A. figures were used in the study. Table 4 presents the size of district by counties and Table 5 presents the size of participating

districts.

TABLE 4

Size of Districts with PNA's

<u>Range of Enrollments</u>	<u>Number of Districts</u>	<u>Cook County</u>	<u>DuPage County</u>	<u>Lake County</u>
Under 500 A.D.A.	5	1	1	3
500-999 A.D.A.	22	16	5	1
1,000-2,999 A.D.A.	69	50	7	12
3,000-5,999 A.D.A.	24	17	6	1
6,000-11,999 A.D.A.	5	5		
12,000+ A.D.A.	1	1		
Totals	126	90	19	17

TABLE 5

Size of Participating Districts

<u>Range of Enrollments</u>	<u>Number of Districts</u>	<u>Cook County</u>	<u>DuPage County</u>	<u>Lake County</u>
Under 500 A.D.A.	4	1		3
500-999 A.D.A.	14	10	3	1
1,000-2,999 A.D.A.	53	34	7	12
3,000-5,999 A.D.A.	18	14	3	1
6,000-11,999 A.D.A.	5	5		
12,000+ A.D.A.	1	1		
Totals	95	65	13	17

Table 2 indicated that there were 183 elementary school

districts in the three counties of Cook, DuPage, and Lake. Of the one hundred eighty-three districts, one hundred twenty-six had PNA's, but only ninety-five districts have participated in this study. Table 6 delineates the number of PNA's that contained clauses or made reference to the three specific areas of teacher assignment and transfer, teacher dismissal, and reduction of professional staff.

TABLE 6

Number of PNA's Making Reference to
The Three Specific Areas

Specific Area	Cook County	DuPage County	Lake County
Teacher Assignment and Transfer	56	9	8
Teacher Dismissal	24	5	3
Reduction in Force	29	5	4
No. of PNA's in Study	65	13	17

Having determined the number of PNA's that contained one or more of the three specific areas as shown in Table No. 6, an examination was made of the contract wording relative to the three areas. The thrust of the examination was to determine if the boards of education had abrogated their statutory rights, retained their statutory rights, or shared their statutory rights with teacher organizations. The criteria for determining the abrogation, retention or sharing of the board's statutory rights with the teacher organization were the words used in the PNA's dealing with the three specific areas of teacher assign-

ment and transfer, dismissal of teachers, and reduction of professional staff or force (RIF).

Phrases such as "The Board will comply with the recommendations of the teachers' association," "The Board agrees to abide by the wishes of the teachers' association." "The Board agrees to follow the guidelines set forth by the Union," and other similar phrases, were indicators that the board of education had abrogated its statutory rights.

Phrases such as "The Board retains and reserves itself," "by unilateral action of the Board," "The Board shall not cause the teachers' organization to be involved in," and other similar type phrases, were indicators that the board of education had retained its statutory rights.

Phrases such as "shall jointly develop," "agrees to consult," "shall seek the recommendation of the Union," "shall mutually develop," and other similar type phrases, were indicators that the board of education may have shared its statutory rights. While courts have ruled that boards may not delegate their rights, the legality of sharing rights has not been addressed by the courts.

The legal responsibility of the operation and the management of the public schools in the State of Illinois is vested in boards of education. A number of sections in the Illinois School Code (Illinois Revised Statutes, Chapter 122) refer either specifically or by implication to the three specific areas of teacher assignment and transfer, teacher dismissal, and reduction in force. Sections 24-1 through 24-25, Section

17-1, and Sections 10-20 through Section 10-23.9 are the sections that deal with powers and duties of boards of education and the language used is mandatory.

Since the legal responsibility for the operation and management of the public schools is vested by statute in boards of education, this responsibility cannot be abrogated. A court has held that a board of education may enter into collective negotiations which do not result in any delegation of its statutory powers and duties.¹

In a similar case, the court said it is well settled that while a school board may enter into a collective bargaining agreement with an employee organization, the board cannot negotiate an agreement which involves the delegation of a statutory duty or the surrender of discretion vested in the board by statute. The court said: "A school board simply cannot bargain away its power to control its budget, its power to fix the salaries of its employees, and its discretion to apply funds to the payment of deficits or to apply funds not needed to meet its indebtedness to such educational purposes as in its discretion might propose."²

There are two Illinois Supreme Court decisions that confirmed, once again, the rights of boards of education to manage their own affairs and not to delegate such rights. In

¹Chicago Division of Illinois Education Association v. Board of Education of City of Chicago, 76 Ill. App. 2nd 456; 222 N. E. 2nd 243 (Ill., 1967).

²Weary v. Board of Education, School District 189, 46 Ill. App. 3d 182, 3/16/77.

one case³ the court stated:

The School Code imposed upon the defendant school board the duty to appoint teachers (Section 10-20.7), and empowered it, subject to the provisions of Sections 10-22.4 and 24-11 to 24-15 to terminate the employment of teachers by dismissal or the non-renewal of probationary teachers' contracts. These are discretionary powers and may not be delegated. (Lindblad v. Board of Education 211 Ill. 261,271.)

The second Illinois Supreme Court case⁴ referred to the decision rendered in the above mentioned case, "The principal issue in Docket No. 4137 is whether an arbitrator may award teaching contracts to nontenured junior college teachers whose contracts were not renewed without the prior, advisory faculty evaluation and recommendation called for by the collective bargaining agreement between the union and the board." In reading its decision, the court stated:

Very recently we determined the effect a similar provision of the School Code in Illinois Education Association v. Board of Education (1975), No. 47110. In that case, as here, the Board and the union had entered into a collective bargaining agreement which included a provision for evaluation of classroom performance preceding the "discharge, demotion, or other involuntary change in the employment status of any teacher." The Board, without complying with the evaluation procedure, decided not to renew a teacher's employment contract. Actions of that Board were governed by the School Code, which imposed upon the Board the duty to appoint teachers (Ill. Rev. Stat. 1973, Ch. 122, Par. 10-20.7), and empowered it to terminate the employment of teachers by dismissal or the nonrenewal of probationary teachers' contracts (Ill. Rev. Stat. 1973, Ch. 122, Pars. 10-22.4 and 24-11 through 24-15). We held that these powers were discretionary and could

³The Illinois Education Association Local Community High School District 218 et al. v. The Board of Education of School District 218, Docket No. 47110, Agenda 27, September, 1975.

⁴The Board of Trustees of Junior College District No. 508, County of Cook v. Cook County College Teachers Union, Local 1600, et al., Docket No. 47137, Agenda 29, September, 1975.

not be delegated, and that a termination in compliance with the statute was valid notwithstanding a failure to comply with the evaluation provisions of the collective bargaining agreement.

In our judgment, the holding in Illinois Education Association controls the results in this case. We adhere to our position there stated that the Board's duties in appointing teachers are nondelegable, and it follows therefrom that the arbitrator is without authority to award an employment contract as a remedy for the violation of a collective bargaining agreement. Since our holding here sets aside previously awarded employment contracts, the tenure awards simultaneously fall, and there is no need to consider independently the arbitrator's authority to award tenure.

When analyzing the language of the PNA's as it related to teacher assignment and transfer, teacher dismissal, and reduction in force, the words of the court had to be considered. The court simply stated that a school board's statutory powers and duties are nondelegable, so the PNA language was examined in that context.

In an effort to present the data in manageable form, the analysis is divided into three separate sections. The first section deals with the language in the contract relative to teacher assignment and transfer. The second section deals with the language in the contract relative to teacher dismissal. The third section deals with the language in the contract relative to reduction in force.

Teacher Assignment and Transfer

Teacher assignment refers to the initial placement of a teacher new to a school district and an assignment to a teaching position on a yearly basis thereafter. Teacher transfer refers to the voluntary or involuntary movement of a teacher from one position to another.

When a teacher is initially employed by a school district, he is assigned to a teaching position for which he is certified to teach by the State of Illinois. While the authority to assign teachers to specific positions is vested in the board of education, the actual placing of the teaching staff is delegated in most instances to the superintendent of schools. In turn, the superintendent may assign a teacher to a particular attendance center and the principal assigns the teacher to a specific teaching position. Previously cited court cases ruled that the authority of school boards to assign teachers is nondelegable. The cases cited made reference to this authority being nondelegable with a teacher association or union. In addition, the court cases made no reference to the authority being nondelegable to members of a school district's administrative staff. Duties and responsibilities of school boards are rightfully implemented by members of the administrative staff.

Once a teacher has been assigned to a particular teaching position, there are two methods whereby that teacher may be placed in a different position. The first method is by voluntary transfer in which a teacher requests the administration to move him from his present position to another position that is vacant and for which he is certified. The second method is by involuntary transfer in which a teacher is requested by the administration to move from one position to another. Under the involuntary method it is assumed that a position is vacant and that the teacher being transferred is qualified for the vacancy.

Of the ninety-five PNA's examined, seventy-three contained specific clauses dealing with teacher assignment and/or transfer. Not every PNA contained clauses that dealt with both teacher assignment and teacher transfer. Table 7 indicates the number of PNA's that contained clauses dealing only with assignment of teachers, only with transfer of teachers, and with both assignment and transfer of teachers.

TABLE 7

Number of PNA's Containing Clauses Dealing
With Teacher Assignment and Transfer

Specific Area	Number of PNA's
Both Teacher Assignment and Transfer	46
Only Teacher Assignment	9
Only Teacher Transfer	18

An analysis of the contract language dealing with teacher assignment showed that no specific reference was made to the assignment of new teachers in a district. The only mention of assignment for new teachers was regarding their qualifications. A baccalaureate degree from an accredited college and a valid State of Illinois certificate were the two requirements most frequently mentioned. The absence of contract language dealing with the assignment of new teachers seemed to indicate a recognition by the teacher associations of management's right to make the initial assignment. This indication was verified during the interviewing process, as none of the associations made new teacher assignment a negotiable item.

After the initial assignment had been made by management the teacher associations then became very interested in making future assignments a part of the negotiated agreement. Out of the seventy-three PNA's that contained a specific clause dealing with teacher assignment and/or transfer, fifty-five, or seventy-five percent, of them made reference to teacher assignment after the beginning teacher's first year assignment. Of the remaining eighteen PNA's that made no reference to assignment but did have some clause dealing with transfers, twelve of them had a management rights clause that dealt with the subject of teacher assignment. Through the management rights clause the teacher association recognized that teacher assignment was a prerogative of the board and made no further reference to it in the contract.

In this study, contract language dealing with assignment of teachers had two thrusts. One aspect of the contract language touched on the notification to teachers to their assignment for the following school year while the second aspect made reference to a change in assignment after such notification. In all PNA's where there was an assignment clause, the contract language was mandatory--the Board shall, must or will notify teachers of the assignment for the following school year. The same type of mandatory language was used when there was a change in assignment after the initial notification had been made.

While the contract language was mandatory when it dealt with teacher assignment and change of that assignment, the

mandate was one of procedure, not one of the association doing the actual placement. Not one PNA had language that would deprive the board of its statutory right to assign teachers as deemed proper and fitting for the welfare of the students. The language, however, could prove to be burdensome because of its clerical mandates.

One of the clerical procedures mandated by the contract language was a time limitation during which teachers must be notified of their teaching assignments for the following year. This limitation usually took the form of requiring such notification to be given so many days before school is out in the preceding spring, or by the last day of school, or so many days before the new school year begins. Should any assignment be changed before the new school year begins, the contract language again mandates a procedure of notification to the teacher. The contract language also prescribed that the teacher must be consulted before an assignment can be changed. If the change in assignment is not acceptable to the teacher, even after consultation, the teacher is allowed to resign.

Certainly the contract language indicated that a board of education had not abrogated its statutory rights to assign teachers to various positions for which they are qualified. Explicit contract language pointed to the board's retention of its statutory right in this area. Contract language that mandated procedures for notifying teachers of assignments may be construed as the sharing of statutory rights with the

teachers' association unless it is understood that the boards agreed to such language and by such agreement, their right to make any final decisions were not diminished.

After the initial assignment of new teachers and the notification of assignments for the following year, teachers' associations were concerned that the PNA's contained some language dealing with the transfer of teachers. This concern was validated by the fact that of the seventy-three PNA's that had clauses dealing with teacher assignment and/or transfer, sixty-four or eighty-six percent of them had clauses dealing specifically with teacher transfer.

There were three aspects to the transfer of teachers as set forth in the contracts. The first aspect dealt with the posting of vacancies in all buildings as well as notification of vacancies to the teacher associations. The second aspect was that of voluntary transfer whereby a teacher requests a change of assignment. The third aspect was that of involuntary transfer whereby the administration changes or transfers a teacher from one assignment to another.

In examining the contract language dealing with teacher transfer, it was again noted that the language was mandatory--the board shall, will, or must do thus and so before transferring teachers. Such mandatory language, however, was used in conjunction with procedural matters. In terms of vacancies, the contract language established the procedure for posting of vacancies and set time limits during which the administration could not fill a vacancy except in cases of emergency. Those

time limitations ranged from five days to fifteen days. Once the time period had been observed, then the administration was free to fill vacancies either with existing staff members who wished to be transferred and qualified or with new staff members.

In general, should a teacher desire to transfer from one position to another, contract provisions required that the teacher notify the administration of that intent. Not one of the PNA's contained language that indicated anything but administrative approval before such transfer could be effectuated. Contract language also indicated that a refusal of a requested transfer must be followed by a written statement to the teacher setting forth the reasons for non-acceptance of the request. Four contracts had procedural language that carried the process one step further. After a request for a transfer has been denied and the teacher notified of the reasons for the denial, the teacher may then request a conference with the administration to review the reasons for denial. The final decision still remained within the realm of management.

Contract language dealing with the involuntary transfer of a teacher has basically the same as that dealing with a change of assignment. The same procedures must be followed in terms of notification to the teacher, reasons for such a change in assignment or transfer, the opportunity to have a conference with the administration, and the right to resign if the transfer is unacceptable. One contract had specific language stating that such involuntary transfers shall be made

by seniority only. A transfer on the basis of seniority only seemed to suggest that the board's authority to make whatever transfers it deemed appropriate for the benefit of the district may be restricted. A board, however, must accept such restriction if it agrees to that type of language.

In spite of the contract language making procedural matters mandatory, no PNA, with the one exception mentioned above, contained language that would seem to indicate the restriction of a board's right to transfer teachers. While the contract language leaves the final decision for internal transfers within the authority of the board, the ability to make such transfers has been severely restricted by mandated procedures. The language clearly imposes what would appear to be unnecessary and undue clerical burdens on the administration. Notification to and consultation with teachers in the event changes in assignments are necessary may be difficult to fulfill, especially during the summer time when teachers may not be available. Thus, while the boards have retained and not abrogated their right to transfer teachers, the language in the contract mandating specific procedures could be construed as, if not the sharing of that right, certainly the restricting of it. The literature suggested that contract language should be written so as to be less restrictive, thus allow boards the freedom to transfer teachers at any time, up to and including the first day of school in the fall.

Teacher Dismissal

One of management's responsibilities is to assess and

upgrade the quality of its teaching staff. Termination or dismissal language found in school collective bargaining contracts may be the source of much grief to boards of education. The thrust of such language from the standpoint of the teacher associations, is usually to secure the same type of protection for non-tenured teachers that legislation provides for tenured teachers. By allowing such language to enter the contract, the concept of probation is completely destroyed. Wording a dismissal clause in such a manner that the vital board right to dismiss probationary teachers remains intact is an exact and highly technical task. If a dismissal clause cannot be avoided, then the job of formulating the language is not to be left in the hands of amateurs on either side of the table.

In examining the PNA's of the ninety-five elementary school districts that participated in this study, thirty-two of the PNA's, or almost thirty-four percent of them, contained clauses that made specific reference to teacher termination or dismissal. An examination of the actual wording of the clauses showed that the mandatory words "shall," "must," and "will" are used in setting forth procedural steps the board must follow before dismissing a probationary or tenured teacher. However, in not one of the thirty-two PNA's containing termination or dismissal clauses was there any language that would even suggest that anyone but the board of education made the final determination relative to termination of staff.

The procedural steps to be followed simply reiterated the implementation of practices and procedures dictated by

legislation and good personnel practices. When mandatory procedures were included in the contract, there were four common areas found in the clauses. Those areas were:

1. Any teacher being recommended for dismissal shall be advised in writing of the reasons prior to any action taken by the board.
2. In any and all dismissal proceedings, due process must be observed.
3. Whenever a dismissed teacher appears before a board in either open or closed session, the teacher may appear with legal counsel or other representatives.
4. No teacher shall be dismissed without having been evaluated by his immediate supervisor.

Whenever a dismissal clause did not contain any of the four points mentioned above, the language was simple and direct by making reference only to Section 10-22.4 of the School Code. Such reference was the cleanest and safest language that could be used by a board of education. It simply restated the procedures that boards already know they must follow in dismissing teachers. To adopt procedures in the contract other than those in the School Code, at this time, has little legal precedent. The whole legal area of teacher dismissal is in a state of flux and while decisions of the Seventh Circuit Court of Appeals, which apply in Illinois, may be appealed, there is no guarantee that the United States Supreme Court will uphold such decisions. This is particularly true where there may be

contradictory decisions from other circuits.

Teacher associations predicate their demand for "due process" language for nontenured teachers as a constitutional requirement because of Board of Regents of State College v. Roth (1972), 408 U.S. 564, 33 L. Ed. 2d 548, 92 S. Ct. 2701, and Perry v. Sinderman (1972), 408 U.S. 593, 33 L. Ed. 2d 570, 92 S. Ct. 2694. Roth held that a nontenured teacher whose contract is not renewed is not entitled to a due process hearing unless the decision not to rehire deprives him of his "liberty" or denies him of his "property" interest in continued employment. Perry held that a nontenured teacher who had been under contract for 10 years had a right to argue in the trial court the existence of de facto tenure, rising to the level of a "property" interest that due process should protect. Given the present nature of the teacher labor market, it is understandable why teachers' associations would want language that provides basic employment security.

In examining the contract language of dismissal clauses contained in the PNA's, the boards of education had neither abrogated their statutory rights to dismiss teachers nor shared such rights with the teacher associations. In all PNA's containing dismissal clauses, the final decisions in non-tenured or tenured teacher dismissal had been retained by the boards of education. Procedural steps mandated by the contract only set forth those procedures that the boards would want to have followed should the dismissal be contested in a court of law.

Reduction in Force

In addition to an examination of the contract language dealing with teacher assignment and transfer and teacher dismissal, the study included an examination of the contract language used in reduction in force (RIF) clauses.

The whole concept of reducing staff is a relative new one for both administrators and teacher associations. It is only within the last five to ten years that the need to reduce staff has become a concern. Basically there are two reasons for the necessity to reduce staff. The first reason has been the decline in the birth rate on the national level which, in turn, is reflected in a loss of student enrollment in many local school districts. The loss of student enrollment is particularly true in areas where there is little or no chance of new housing developments being constructed because of lack of open space for such developments. In older communities where the population is stable, there are no new families with children moving into the community to replace those children progressing through and out of the school system. Consequently, we find school systems with declining enrollments forced to reduce staff simply because a lesser number of students requires a lesser number of teachers.

The second reason for the necessity to reduce staff is the lack of funds available to boards of education. In many instances there is a close correlation between declining enrollment and a lack of funds. As the enrollment decreases in an Illinois school district, there usually is a proportionate

decrease in the amount of money that school districts receive in the form of state aid. With the State of Illinois guaranteeing that school districts will have \$1,260 to spend for each child in the district, a loss of enrollment may require a school district to seek community approval of a tax rate increase to maintain the \$1,260 spending level. Such tax rate increases are not easily secured from the public as other governmental agencies continue to make demands on the taxpayers' dollars. Couple the loss of state aid and nonapproval of tax rate increases with a rapid rate of inflation affecting salaries and educational materials and one can readily see why school districts are faced with a serious financial crisis.

The main ramification of declining enrollment and the loss or lack of educational funds is a reduction in staff. Such reduction is a grave concern to teacher associations because it obviously means a loss of membership and thus a loss of financial revenue. The associations' reaction to the threat of layoffs is an attempt to include in negotiated contracts clauses that deal with class size and reduction of staff. For boards of education to agree to restrictive language in either of these areas would preclude cut-backs of any kind as may be dictated by sound financial planning. There is nothing subtle about the language of such clauses. The associations are attempting to control the staff reduction process by determining what teachers will be reduced and the procedures whereby such reductions will take place.

Of the ninety-five PNA's used in the study, thirty-eight

(see Table 5) of the PNA's, or forty percent of them, had clauses that dealt with the issue of reduction in force. Of the thirty-eight RIF clauses, twenty-six of them, or sixty-eight percent, contained language that reduced staff by following Section 24.12 of the Illinois School Code. Retention by the board of its statutory right to reduce staff was clearly manifested by the contract language. The board was mandated to observe the procedures set forth in the School Code, which is the only safe language on this subject for a board to have written into a negotiated contract.

Aside from the language used in the twenty-six PNA's mandating adherence to the School Code, twelve PNA's had a variety of procedural language that did not abrogate the boards' right to make any final decisions. There were two PNA's that had contract language that mandated not only a notification to the association of any impending reductions, but also mandated a consultation with the association before taking any action. Three of the PNA's had contract language that mandated the negotiations of procedures for the reduction in staff. While all twelve PNA's had restrictive language, the previously mentioned five PNA's had such restrictive language that the boards of education were precluded from acting unilaterally in reducing staff. By excluding the ability to act in a unilateral manner, it may be construed that those boards of education may have shared their statutory rights with the teacher association.

Throughout the RIF clauses there were a variety of pro-

cedural steps that were mandated for the boards of education to follow when staff reduction became necessary. Those steps varied from adopting procedures by specific dates to a simple notification to the association of the need to reduce staff. Where very specific steps for reduction were written into the contract, there was a commonality relative to three of those steps: 1) Reduction must be attempted through attrition; 2) Nontenured teachers must be reduced first; 3) Tenured teachers must be dismissed only after attrition and nontenured teacher dismissal had failed to reduce the staff by the required number of teachers.

Reduction of staff by attrition and the termination of nontenured teachers were covered in the PNA's in simplistic and straight forward contract language. The contract language setting forth procedures for the termination of tenured teachers reflected the vested interests of the boards of education as well as those of the teacher associations. On the one hand, the boards were attempting to maintain some control over what tenured teachers to dismiss by including some form of evaluation in the dismissal procedure. The attempt to include an evaluation component is rooted in the assumption, which does have some foundation in fact, that there is not necessarily a positive correlation between longevity as a teacher and a better ability to teach. On the other hand, the thrust of the teacher associations was to include contract language based solely on seniority. Even when two teachers had the same number of years of seniority, some manner of determining which

teacher was to be dismissed had to be based on the principle of "First to come, last to leave." Given the state of the teacher market today and the desire for job security, on the part of the teachers, teacher associations could be expected to demand a seniority component of a RIF clause. To maintain control of their ability to retain the most qualified staff, boards of education must be just as insistent that an evaluation component be included in any RIF clause.

The contract language of clauses dealing with the reduction of staff reflects no outright abrogation of management's right to reduce staff. In some cases, however, it might be difficult to state that boards of education had totally and completely retained their right to act unilaterally in the reduction of staff. That is one of the restrictions management places on itself by agreeing that certain procedural steps must be taken before a board may reduce its staff.

Management Rights

While not intended to be a part of this study, management rights clauses appeared to have had some influence on what was and what was not included in the ninety-five PNA's included in the study. Sixty-two of the PNA's analyzed, or sixty-five percent, contained a management rights clause. Seventeen of the sixty-two PNA's contained a management rights clause only, without any clauses dealing with teacher assignment and transfer, teacher dismissal, or reduction in force.

In a recent analysis of twenty-three negotiated contracts from elementary and high school districts in northern Cook

County, Ted Clark found, "suprisingly," only thirteen, or fifty-seven percent, contained a management or board rights clause.⁵ In theory, the intent of such a clause was intended to restrict the scope of bargaining. That result seemed to be true to a certain extent in this study, at least in seventeen of the PNA's that contained only a management rights clause. However, that stipulation was not the case with the remaining forty-five PNA's. While all forty-five contracts contained a management rights clause, all forty-five contracts also contained at least one or more other clauses dealing with teacher assignment and transfer, teacher dismissal, or reduction in force. Fifteen of the forty-five contracts had at least one other clause dealing with one of the three specific areas; twenty-three of them had two such clauses; and seven of them had clauses dealing with all three areas. The data suggested that a management rights clause has no significant deterrent value in excluding other specific clauses dealing with management rights from the negotiated agreement.

Perhaps the reason for a negotiated contract containing both a management rights clause and one or more other clauses dealing with the specific areas of teacher assignment and transfer, teacher dismissal, or reduction in force, can be predicated on whether the management clause is the "short form" or a very broad one. Clark made reference to the two

⁵R. Theodore Clark, Contract Clause Manual (Chicago, Illinois, 1977), p. xlv.

types of form when he stated:⁶

While a "short form" management rights clause is better than none, it is highly desirable for a board to obtain as broad a management rights clause as possible. There are two fundamental reasons for seeking such a broad management rights article.

First, most of the contracts in public education include provisions for advisory or binding arbitration of grievances concerning the interpretation or application the agreement. In my experience in both the public and private sectors, the inclusion of a broad management rights or board rights article is of inestimable help in sustaining the employer's position in an arbitration hearing.

Second, the National Labor Relations Board and most of the public employee relations boards established in other states with collective bargaining statutes hold that an employer is obligated to give a union advance notice and negotiate to the point of impasse before taking action if the employer has not reserved the right to take the action in question by virtue of a specific provision in the collective bargaining agreement. For example, if the right of an employer to eliminate a given program is not specifically set forth in the parties' agreement, most labor relations boards hold good faith with the bargaining agent before taking action to eliminate the program in question. On the other hand, if the agreement specifically or by necessary implication gives the employer the right to take such action, then the employer is under no obligation to bargain. While the argument has been made that a short form management rights clause necessarily reserves to the employer the right to take action in any area not otherwise covered by the parties' agreement, this argument has been rather uniformly rejected by the National Labor Relations Board and the various public sector labor relations commissions. These Commissions, in effect, could stand the management rights doctrine on its head in that they hold that an employer does not have the right to take the action in question unless the agreement specifically gives the employer the right. As a result, in order to protect against such decisions, it is quite helpful to have a broad management rights clause. Of course, the State of Illinois does not currently have a public employee relations commission, but the changes are reasonably good that the General Assembly will enact within the next year to two a public sector collective bargaining law that would establish such a commission.

⁶ Ibid, pp. xlv-xlvii.

While, again, not a part of the interviewing process, the question of a management rights clause was discussed with the interviewees. The majority of the responses indicated a need on the part of boards of education to include the rights clause, even though it meant the inclusion of one or more of the other clauses. By including the rights clause, boards felt a greater sense of security, real or imaginary.

Summary

Approximately seventy-seven percent of the agreements contain provisions with respect to assignments and transfers. Assignment of teacher clauses were worded in such a manner as to leave the final decision up to the board and administration. The thrust of such clauses was to set forth time lines within which teachers must be notified of assignments for the following school year. Most of the procedural steps to be followed were of such a nature that good personnel practices would dictate their implementation regardless of their inclusion in the PNA's.

Most of the agreements that contained transfer clauses recognized the right of the board and administration to transfer a teacher involuntarily. However, the clause usually was accompanied by a provision that the teacher in question "shall be notified as promptly as circumstances permit and afforded an opportunity to discuss such transfer with an appropriate administrator." Other limitations were placed on boards by contract language. One such limitation was placed by contracts that provide "the administration will attempt to avoid

involuntary transfers to another teaching assignment without the teacher's consent." The phrase "will attempt" is somewhat ambiguous. Further restrictions were placed on boards dealing with two or more teachers who are relatively equal in terms of the involuntary transfer in question. The contract language stated that the teacher with the "least district seniority will be involuntarily transferred." Usually probationary teachers were not subject to involuntary transfers.

Boards of education are well advised to avoid, insofar as possible, any limitations and restrictions on their right to make assignments or involuntary transfers. On the other hand, provisions can be made for notification to teacher of assignment and involuntary transfer without giving up or unduly restricting the board's right to make this type of decision. In other words, a board should endeavor to restrict contractual provisions to the procedures to be followed and avoid provisions which place barriers or limitations on the right of a board to make an assignment or transfer.⁷

All of the contract language examined showed that no board of education abrogated its right to make the final decision relative to teacher assignment and transfer. This management right was retained by the boards. Contract language in agreements did place limitations and restrictions on the board in making teacher assignments and transfers. In that sense, it can be said that by allowing such language to be included in the contract, the boards did share their statutory

⁷ Ibid., pp. lviii-lvix.

rights with the teacher associations.

In those contracts that contained a specific clause dealing with teacher dismissal, the language by and large made reference to the Illinois School Code. Contracts did talk about dismissal for "just cause" and that dismissal shall be preceded by various procedural requirements--notice in writing stating reasons, a right to a hearing, a right to representation. Again, such procedures are necessary if a district wished to substantiate its dismissal case in front of the hearing officer, as provided by the Illinois School Code.

It is, perhaps, good evidence, in light of the relative absence of contractual language concerning dismissal or termination, that the parties generally agree that teacher dismissal was covered by the Illinois School Code and was not a proper subject for inclusion in a collective bargaining agreement. Those agreements with dismissal clauses did not contain any language indicative of boards of education either sharing or abrogating their statutory right to dismiss teachers. Attempts were made to give nontenured teachers the same rights the law provides for tenured teachers by the inclusion of specific language, but these attempts were resisted by boards of education. Any procedural language was of such insignificance that in all cases no limits or restrictions were placed on boards to exercise their statutory right to dismiss or terminate teachers.

If a district had never been involved in a reduction in staff, this problem is difficult to appreciate. Most districts

that have had a cutback have not been forced to lay off teachers. Usually enough attrition has occurred so that all tenured staff have been retained. An increasing number of districts, though, are faced with reduction of tenured staff members as their enrollment declines and their financial resources are reduced. The question is how to reduce staff in a manner that is fair and equitable for both the board and the staff.

A full forty percent of the contracts examined contained reduction in force clauses and set forth procedures for that reduction. The majority of these procedures provide that seniority shall be the sole criterion in the layoff of tenured staff. Based on the decisions in the Cook County College Teachers Union and IEA previously cited, there was some doubt as to whether or not such provisions would be enforceable against a board in a court of law. As long as a board of education complies with the procedures of the Illinois School Code, the courts have upheld its actions, even though procedures and requirements of a PNA have not been met. In essence, the courts have said that the only legal obligation of a board is to follow the mandates of the Code. Any other requirements placed on a board are not enforceable in a court of law.

Should it be necessary to include a RIF clause in an agreement, the language should simply make reference to the School Code, Section 24.12. Several PNA's contained the type of language that merely provides advanced notification to the association and an opportunity to discuss and review the matter

prior to a reduction of staff. This approach would seem to be another way of handling this sensitive and relatively new phenomenon.

The examination of RIF clause language showed that not one board of education had abrogated its statutory right to reduce staff. Even those clauses that set forth procedural provisions were worded in a manner that still allowed the board to exercise its statutory right. The procedural provisions in all cases, only provided for notification to the association and an opportunity for review of the matter. It was noted in the examination of RIF clauses that the lack of an evaluation provision in reducing staff could be construed as an abrogation, or at least a sharing, of a board's right to reduce staff because it limited what staff members could be reduced to the youngest members. But as was noted, there was this same lack of an evaluation component in the School Code. With or without procedural provisions, the right to reduce staff was recognized as a statutory right of boards of education.

While not intended to be included in the study, management rights clauses were found to have some influence on the inclusion of other clauses in the agreement. In the analysis of the ninety-five PNA's, sixty-two of them contained some form of management rights clause. The intent of a management rights clause, in theory, was to restrict the scope of bargaining. This restriction of the scope of bargaining was true in seventeen of the sixty-two contracts examined since

these seventeen contracts did not include any of the three specific areas. However, all of the remaining forty-five contracts did include a clause pertaining to one or more of the three specific areas under study.

In the examination of the contract language contained in the ninety-five PNA's dealing with teacher assignment and transfer, teacher dismissal, and reduction in force, it was determined that, with one or two exceptions, boards of education had not abrogated their statutory rights to make final decisions in these three areas. If boards had not abrogated their rights, then they had retained them. However, by the inclusion of provisions setting forth procedural steps to be taken before a decision of the board is implemented would seem to preclude the board from acting unilaterally. Such preclusion of unilateral action without the following of some mandated procedures might be construed as a sharing of statutory rights. Boards of education, however, have not shared nor abrogated their rights because the final decisions were made by the boards. Boards of education have also retained their rights to make those final decisions but cannot make them unilaterally without some intermediate, procedural process. The restricting of unilateral action by boards of education was indicative of boards' willingness to agree to such restrictions, recognizing that their ultimate authority was still intact.

CHAPTER IV

PRESENTATION OF INTERVIEW DATA

The purpose of the study was to analyze the contents of Professional Negotiations Agreements (PNA's) for 1976-77 regarding three specific areas and the rationale for the inclusion in the PNA's of the three specific areas. The three specific areas were teacher assignment and transfer, dismissal of teachers, and reduction of professional staff. A secondary purpose of the study was to determine to what extent, if any, boards of education may have abrogated, retained, or shared their statutory rights with teacher associations by including any of the three areas in the PNA's.

To achieve the purposes of this study, data were collected from PNA's, superintendents, and members of management negotiations teams. The information obtained from these sources focused on the wording of clauses in the PNA's that dealt with any of the three specific areas, the rationale for including the clauses in the PNA's, and whether or not it was stated by the superintendents and management team members that the boards of education had abrogated, retained, or shared their statutory rights with the teacher associations.

CHAPTER III provided a presentation of the data which was obtained from an examination of the contract language found in PNA clauses dealing with teacher assignment and transfer, teacher dismissal, and reduction of professional staff.

CHAPTER IV provides a presentation of the responses received during a personal interview with twelve superintendents and twelve members of the management negotiating teams. The presentation includes commonalities differences, interpretations, perceptions, and possible explanations for the data. In the presentation of the data, some analysis will be necessary. However, CHAPTER V provides an indepth analysis of the data from the PNA's and interviews relative to the rationale for including any of the clauses in a PNA and whether the boards of education may have abrogated, retained, or shared their statutory rights with the teacher associations through the bargaining process.

The twelve superintendents of elementary districts were randomly selected from the ninety-five school districts that had PNA's and participated in the study. Size of the school districts was considered only to obtain such a proportionate stratified random sampling of the districts in which to conduct interviews.

In an effort to present these data in a manageable format, the chapter is divided into subsections as follows:

1. Interview Data From the Superintendents
 2. Interview Data From Management Negotiating Team Members
 3. A Comparison of the Interview Data From Superintendents and Members of the Management Negotiating Team
- Interview Data From the Superintendents

This section provides a presentation of the data gained from the personal interviews held with the twelve superintendents

participating in the study.

A series of questions was developed for the interview. While some of the questions were addressed to basic informational data, the main focus of the questions was directed toward determining the forces that influenced the inclusion of any of the three specific clauses in the PNA's for the 1976-77 school year and whether or not the boards had retained, shared, or abrogated their statutory rights.

Table 8 shows the breakdown of the twelve PNA's relative to the frequency that specific clauses were included that dealt with the three subject areas.

Table 8

Number of PNA's Containing One or More Clauses
Dealing with the Three Specific Areas

Specific Areas	Number of PNA's
Teacher Assignment and Transfer	12
Teacher Dismissal	2
Reduction in Force	6
Only One Area	5
Two Areas	6
All three Areas	1

The data are presented by listing the questions used in the interview followed by the answers and a narrative analysis. The first four questions dealt with basic informational data while the last six questions were directed toward determining

the forces that influenced the inclusion of any of the three specific clauses in the PNA's and whether or not the boards of education had abrogated, shared, or retained their statutory rights.

Question No. 1 - How Many Years Have You Had A PNA?

The answers to this question ranged from a high of eleven years to a low of three years. Table 9 shows the range of years during which the twelve districts signed their first PNA's.

Table 9

Years During Which Districts
Signed Their First PNA

<u>Year First Contract Signed</u>	<u>Number of Districts</u>
1965-66	1
1966-67	1
1968-69	1
1969-70	2
1970-71	4
1971-72	2
1973-74	1

N = 12

Historically, it was during the late sixties and early seventies that teacher associations had their halcyon days. When looking at the time spans in Table 9, eleven of the twelve districts signed their first contracts between the 1965-66 and 1971-72 school years. Nine of the superintendents indicated

that their districts were growing during those years. Growth brought additional, younger, more militant teachers onto their staffs and also meant a certain widening of relationships between boards of education/administration and teachers. A feeling arose on the part of the staffs that previous, informal modes of operation needed to be written down in a more formal manner. Hence, the districts experienced requests of recognition of associations to assist the staff member in implementing the more formal approach in dealing with personnel. Teacher associations simply fulfilled the desire of teachers to be recognized at a time when boards and administrators were not quite astute enough to recognize that desire.

Question No. 2 - With Whom Is Your Staff Affiliated - Illinois Education Association or Illinois Federation Of Teachers?

Ten of the twelve districts' teacher associations were affiliated with I.E.A. The other two districts were I.F.T. affiliates. However, one district superintendent remarked that, while his district was presently affiliated with I.F.T., the staff was an I.E.A. affiliate up to three years ago. His district has had a PNA for six years. The change from I.E.A. to I.F.T. came about not because of the teachers dissatisfaction with the manner in which the I.E.A. serviced their needs, but because the I.F.T. organizers were more aggressive in selling themselves to the staff by indicating their organization would obtain more benefits for the teachers. That aggressiveness apparently paid dividends at the bargaining table since this district's contract contains a clause dealing with teacher

assignment and transfer as well as a reduction in force clause. The inclusion of the assignment and transfer clause resulted from I.F.T. negotiating its first contract in the district.

Question No. 3 - While In Your Present Position, What Was Your Part In The Negotiations Process For The 1976-77 PNA?

The roles played by the superintendents in the negotiations process varied from that of non-participant to chief negotiator for the board. Two superintendents were non-participants, one by the fact that he was not the superintendent when the 1976-77 contract was negotiated. However, his immediate predecessor had been an advisor to the board. Only one superintendent was the chief negotiator for the board and had acted in that capacity since the district's first contract was negotiated for the 1970-71 school year. Advisor to both the board and the staff was the role played by two superintendents while seven superintendents acted as advisors to only the board of education. Some experts in the field of negotiations recommend that the superintendent not be involved in the actual negotiating process. Other experts may argue that it is essential for the superintendent to be intimately involved in the actual negotiations. There may be merit in both arguments, though seven of the superintendents in the study felt their role was that of an advisor. Their boards concurred, recognizing that it was incumbent on the superintendent to implement the provisions set forth in the contract. Such implementation generally required a certain level of objectivity that may have been diminished had the superintendent been involved in the actual bargaining dialogue.

Question No. 4 - Would You Please Trace For Me A Brief Historical Pattern Of The Inclusion Of This (These) Areas In Your PNA?

The responses to this question were so varied that no general historical pattern could be attributed to all twelve school districts. In seven of the twelve districts, the 1976-77 contract was the first contract that contained clauses dealing with any of the three specific areas. Up to that time, the contracts contained no language relative to teacher assignment and transfer, teacher dismissal, or reduction in force. Prior to inclusion in the PNA's, these three areas were either contained in board policies or, absent board policy, the School Code was followed, or past administrative practices determined procedural provisions.

Teacher assignment and transfer clauses as well as teacher dismissal clauses were found in some cases to have been included in the original contracts dating back to the early seventies. Reduction in force clauses were more recent. In no case was there a RIF clause in the contracts prior to the 1975-76 school year. The superintendents attributed this to the fact that their districts were now either in a declining enrollment situation, or local and State funds were being reduced, or both. Interestingly enough there was one district that had a RIF clause for the first time in the 1976-77 contract and yet was experiencing an influx of housing developments and increasing enrollment. According to the superintendent, the reason for the association wanting the RIF clause was simply, "Everyone else is doing it."

While a general historical pattern emerged as to when contracts first included clauses dealing with the three specific areas, the superintendents stated that future negotiations would find an even greater attempt by teachers to include all three areas in the contracts. The reason for such inclusion was predicated on the changing social and economic future of school districts. As enrollments decline and education dollars lessen, teacher associations saw a strong need to negotiate contract language that will present a semblance of protection and job security for their membership. Boards of education will have to be alert to this concern and attempt to address it in some manner that will provide the maintenance of their prerogatives as well as ameliorate the legitimate concerns of their teachers.

Question No. 5 - What Forces Brought About The Inclusion In Your PNA Of Teacher Assignment And Transfer Or Teacher Dismissal, Or Reducation In Force Clauses?

The responses of the superintendents to this question were many and varied, depending on the particular circumstances found within the districts. To better delineate the responses, the data are presented according to the three specific areas.

Teacher Assignment and Transfer - While all twelve PNA's had a clause dealing with teacher assignment and transfer, there were basically four reasons for including this clause in the PNA's. In three districts, the clause had been in the contract prior to 1976-77, but had language that was more restrictive of the boards' authority. Attempts by the boards to remove the clause entirely were unsuccessful so the two parties reached a compromise. In place of the stronger, more restrictive

language, the boards agreed to keep the clause in the contract, if it was worded in such a manner as to leave the final decision for assignment and transfer in the hands of management. Substantive language was, therefore, changed to procedural language.

In two instances, the rationale for including an assignment and transfer clause in the contract was a trade off. The teacher association had requested language dealing with other matters, i.e. class size, money. By getting the association to exclude other language and/or reduce their monetary demands, the boards allowed an assignment and transfer clause to be included in the contract. In both particular instances, the language of the assignment and transfer clause is procedural. The two boards obviously gained considerably by including procedural language in trade for excluding more substantive language in other areas or a lesser amount of money in salaries and fringe benefits.

Five superintendents indicated that the rationale for including an assignment and transfer clause was simply to mollify the associations' need to have some language dealing with this area in the contract. Essentially, it was an effort on the part of the boards to help the associations save face with their constituencies. In all five contracts, the language was procedural and boards maintained their right to make the final decisions regarding assignment and transfer of teachers. There were indications from the respondents that by allowing procedural language in the contract, the associations had some input, that the associations could carry the contracts back to

their membership in good faith, and the boards still maintained their prerogatives. All three groups have a credibility that cannot help but be useful in future negotiations.

In the other two PNA's, the rationale for inclusion of an assignment and transfer clause was the militancy of the teacher association to have such a clause in the contract. The superintendents stated that such militancy had its roots in pressure both from within the association's membership and from associations surrounding the district to have such a clause in the contract. This outside pressure came in the form of other associations "flaunting" their contracts with an assignment and transfer clause already included. By inclusion in the contract, the associations were assured of some voice, if not the final one, in the assignment and transfer of their members. One of the two superintendents responded that the association, in its desire to have the clause in the contract, was so insistent and persistent that the board was "just worn down" and finally included the clause. One cannot help but notice a certain level of frustration on the part of the boards as they see language included in contracts that might eventually lead to an erosion of the local control of schools.

Teacher Dismissal - In the two PNA's that did contain a clause dealing with teacher dismissal, the superintendents stated that the rationale for inclusion was compromise and membership pressure. The association wanted the clause in, and with substantive language, while the boards did not want any clause. Through the negotiations process, the clause was included with procedural

provisions being substituted for substantive language. As with the teacher assignment and transfer clause, there was pressure from within the associations' membership and outside associations to include a teacher dismissal clause. In the PNA's containing a teacher dismissal clause, the final wording refers to specific sections of the School Code that must be followed prior to any dismissal. The procedural provision of the clause simply states that "the Association shall receive a copy of notification of termination." Management's right to dismiss is left intact and the association has a dismissal clause in the contract.

Reduction in Force - Six out of the twelve PNA's had reduction in force clauses. For these districts who have not had to reduce staff, for whatever reason, the sensitivity of this particular issue may be hard to appreciate and understand. It is difficult to be insensitive to teachers when decisions are being made to reduce staff, not because the teachers being reduced are incompetent but because there is not enough money to pay them or there are not enough students for all the teachers in the district to teach. The inclusion of a RIF clause in a PNA becomes vital for the teacher associations when they see their membership diminishing for various reasons. Thus, RIF clauses are becoming another, and rather recent, negotiable item.

In all but one of the districts with a RIF clause in their PNA, declining enrollment was a reality of life. For these five districts, the reducing of staff was a very serious and traumatic experience for those teachers being reduced.

Hence, the basic rationale for the teacher association wanting to include a RIF clause is quite easily understood. Two boards of education, somewhat dramatically, had RIF thrust upon them. Both boards found themselves in an impasse situation over a RIF clause during negotiations. One board worked out a compromise RIF clause with a mediator before the teachers went on strike. The other board also worked out a compromise with a mediator but during a strike situation. These two situations are illustrative of the seriousness with which teacher associations approach this particular component of a PNA.

The rationale for four other boards to include a RIF clause in their contracts was extreme pressure from the teacher associations. Again, this pressure resulted from the associations' membership and surrounding district where the associations had negotiated RIF clauses. In three districts, such a thrust was understandable because of the declining enrollment reality. In the other district, with an influx of housing developments and increasing enrollment, it is not so easy to understand the association's push for a RIF clause. In questioning the superintendent about this matter during the interview, the only reason the superintendent could give for the pressure was the ambition of the association to be able to show their membership how well they were represented. Thus we see that pressures and forces, both internal and external, were the reasons why boards included a RIF clause in the PNA's.

Question No. 6 - What Gains Were Made By The Board Of Education For The Inclusion Of Teacher Assignment And Transfer, Teacher Dismissal, And Reduction In Force Clauses In The Contract?

The basic intent of this question was to determine what gains, if any, were made by the boards of education that included any of the three specific areas in their PNA's. In general, the response most frequently voiced by the superintendents was a simple, "None." Their responses were the same regardless of whether the contract in their district contained one or two or three clauses dealing the the three areas. It was extremely difficult for some of the superintendents to even conceptualize any positive correlation between contract items and gains for a board of education. Some superintendents were not quite so pessimistic and a few shadows of optimism show in their responses.

Teacher Assignment and Transfer - The resonse from four of the twelve superintendents was an unequivocal "None whatsoever." It was a straight, definitive, **uncompromising** statement, without any further elaboration on the part of the two respondents. Two superintendents added a short statement that reflected even more definitively the feelings of these four. The statement was, "They (the boards) lost more than anything." In attempting to pursue the obviously antagonistic feelings reflected in the responses, all four superintendents related experiences with the associations and negotiations process that were not the most pleasant. The superintendents' experiences made the question of "gains" almost seem supercilious because they felt that the only winner in negotiations was the teacher association. Certainly the board of education was not a winner.

The shadow of optimism was reflected in the responses of

three superintendents. It was a guarded optimism, though. They answered that by placing the clause in the contract, the board portrayed an image of reasonableness without giving up anything. By stating procedural steps to be taken prior to effecting a change in assignment, the associations were given an opportunity to participate in the decision making process regarding assignments. The superintendents perceived this to be positive since the boards still made the final decision and the teacher associations were satisfied with their participating role.

Responses from the remaining five superintendents indicated that the boards of education, per se, made no gains by the inclusion of an assignment and transfer clause. There was, however, a consensus among the five respondents that there were some administrative gains by including an assignment and transfer clause. Since the procedural steps in the clauses were not in policies, the contract set forth guidelines, rightly or wrongly, that had to be followed. When time lines were established for notification of the staff relative to next year's assignments, the superintendents felt forced to plan personnel needs earlier and more precisely. Superintendent responses were identical when the clause dealt with transfer of staff as well as staff assignments. The need for guidelines in assigning and transferring staff was satisfied through the contract, though the superintendents readily admitted that the proper place for such guidelines is in policy and/or administrative rules and regulations. Therefore, one would question whether or not the

"administrative gains" were real or imaginary.

Teacher Dismissal - The two contracts that contained teacher dismissal clauses were worded in such a manner that nothing substantive was included. In addition to notification of the teacher of an impending dismissal according to the procedures in the School Code, the contract language also required a notification to be sent to the association. Both superintendents stated that while nothing was lost by the board by including the clause, certainly nothing was gained. Since the association wanted the clause included in the contract, the boards made sure that the language was somewhat innocuous by referencing the School Code for procedural provisions. That reference to the School Code may be perceived as a gain, according to the superintendents, in the sense that the dismissal procedure was still controlled by the boards and not by the association. However, inclusion of items which are covered by The School Code are generally conceded, by management negotiations, to be unnecessary in the agreement, as such items lead to a grievance of those items.

Reduction In Force - Six of the twelve contracts contained clauses dealing with reduction of staff. When asked if the boards of education gained anything by including the clause, three of the superintendents responded emphatically, "No." Even though the wording in their contracts left no doubt as to the final decision being made by the boards, these respondents were of the opinion that there were no real gains by the board. The superintendents elaborated by stating that any time boards

of education include any language in contracts that deal with management rights, regardless of the language, those boards gain nothing. Policy should be the vehicle for provisions pertaining to those rights.

Two of the superintendents indicated that their boards gained nothing by including the RIF clause. As a matter of fact, there may have been some losses. Language in their particular contracts predicated any reduction in force on the sole criterion of seniority. The superintendents felt that while seniority might be one component of a RIF process, evaluation should be as important, if not more important, than seniority. One of the respondents carried that concept a bit further by stating that evaluation should be the sole criterion for determining what staff members should be reduced. Obviously any type of RIF clause that included a seniority component restricted the board's ability to reduce the staff members they wanted to reduce. Any such restriction has to be viewed as a loss, not a gain.

The third superintendent took the posture that the board never gains by including any type of management rights clause in a PNA. The board attempts to simply limit its losses. However, because the board signed the agreement with a RIF clause in it, the respondent indicated that there was a better attitude on the part of the staff. An image of reasonableness is projected by the board, without having given up anything substantive. That fact, in itself, may be a gain for the board.

Question No. 7 - How Were The Following Forces Influential In
The Inclusion In The PNA Of Any Of The Three
Specific Areas?

This question dealt with nine forces that may have brought about the inclusion in the contracts of any one of the areas of teacher assignment and transfer, teacher dismissal, and reduction in force. Those influential forces or circumstances range from mistakes or lack of knowledge by the board team to strikes. To better organize the data, each force will be presented separately and reference will be made to the areas that have been influenced by that force for inclusion in the contract.

Mistakes or Lack of Knowledge by Board Team - As far as this force influencing the inclusion of any of the clauses in the contract, six superintendents responded that it had little or no effect. All six of the contracts in these districts contained a clause regarding teacher assignment and transfer and one contract had a teacher dismissal clause. No contract contained a RIF clause.

Of the six remaining contracts, five contained teacher assignment and transfer and RIF clauses, but no teacher dismissal clause. One contract had all three clauses. The superintendent whose district's contract contained all three clause was rather laconical when asked if their inclusion was predicated on mistakes or lack of knowledge of the board team. His response was, "Always a factor. No one can be totally knowledgeable." Three superintendents responded that mistakes or lack of knowledge had nothing whatsoever to do with the inclusion of the

two clauses in the contract. "They knew exactly what they were doing." Though advised to the contrary by their administrative staff, these boards signed the agreements "just to reach a settlement." A fourth superintendent, in a somewhat similar response, stated his board was just worn down by the association and agreed to include two of the clauses (teacher assignment and transfer and RIF) "just to get them (the association) off our back."

One management team member stated that mistakes or lack of knowledge was instrumental in having two clauses included in the contract. In this district, the respondent indicated that the board acted as its own negotiator and was very naive as to how the negotiations process works. Since that time, the board no longer does its own negotiating and has employed the services of a professional negotiator.

Mediation - In response to how mediation may have influenced the inclusion of any of the clauses of the contract, ten superintendents indicated that mediation was not a factor. Two superintendents responded that mediation was the primary force for including a RIF clause in one contract and both RIF and teacher assignment clauses in the other contract. In the former district, the staff was on strike over the issue of whether or not a RIF clause was going to be included in the contract. A mediator was suggesting various combinations of clauses to be included in the contract and RIF and teacher assignment were among those included in the signed contract.

Fact Finding - In not one instance was fact finding a force

in bringing about the inclusion in the contract of any of the three clauses. In one district, though, the association was going to request fact finding, but the contract was finalized before fact finding took place.

Arbitration - All twelve superintendents responded that arbitration was not a force for including any of the clauses in the contract.

Impasse - The word "impasse" is used to denote a deadlock in negotiations. Procedures used to solve impasse are usually mediation and arbitration. Ten of the twelve superintendents responded that impasse was not an influential force for including any of the clauses in the contract. One of the two remaining superintendents said that the association declared an impasse which led to mediation to resolve the impasse. Out of the mediation process came the inclusion in the contract of clauses dealing with RIF and teacher assignment. In one case, then, impasse was an influential force. The second superintendent indicated that an impasse was declared only over the RIF clause. Again, impasse resulted in mediation which resulted in the inclusion of a RIF clause in the contract. While impasse might not be considered the primary cause for inclusion of clauses, it certainly must be looked upon as a powerful secondary force in both these districts. These two districts in which impasse was a factor are the same two districts previously mentioned under the Mediation section.

Picketing - Picketing was not an influential force in all but two of the districts. One district did experience picketing

specifically regarding a RIF clause. Because of declining enrollment, reduction of staff was a very real concern to the staff. The picketing was part of a strike situation that did eventually bring about the inclusion of a RIF clause in the contract. In the second district, there was picketing by the staff over the inclusion of a RIF and teacher assignment clause in the contract. The superintendent stated that even after the picketing ceased, the issue of the two items was still unsettled. Later, however, the two clauses were in the signed agreement. The superintendent did not believe that the items inclusion was a result of the picketing per se. More influential forces for including the clauses were declining enrollment and association pressure for their inclusion to protect the membership.

Court Orders - All of the responses were negative to this particular force. Not only did court orders not affect the inclusion of the clauses, the superintendents could not even imagine a court ordering such inclusions.

Strikes - In only one district was a strike influential in bringing about the inclusion of a clause in the agreement. The specific clause was a RIF clause, and the district was in a severe declining enrollment situation. While the strike was over two issues - salaries and RIF - the primary thrust of the strike was RIF. Any increase in salary granted by the board would have meant little to the teacher who had been released because of declining enrollment.

Other - No other influential forces were mentioned by the

superintendents.

Question No. 8 - Describe How The Board Has Retained Its
Statutory Rights By The Inclusion Of Any Of
The Three Clauses In The Contract

The thrust of this question was to determine the responses of the superintendents as to whether or not the boards of education had retained their statutory rights even though one or more clauses were included in the written agreement.

Teacher Assignment and Transfer - All twelve contracts had a clause dealing with teacher assignment and transfer. Eight of the twelve superintendents responded that because the final decision as to assignment and transfer of staff remained with the board and administration, there was no question about the boards retaining their statutory rights. In spite of the procedural language in the clauses, the eight respondents still felt that the boards retained their rights. Two superintendents, however, indicated very strongly that any contract language, procedural or otherwise, in this area "voluntarily reduced" and "restricted" the boards' rights. These comments were made regardless of the fact that their two contracts had language that was simply procedural, leaving the final decision for assignment and transfer up to the discretion of the board. There was no doubt as to the responses of the remaining two of the twelve superintendents about the inclusion of the assignment and transfer clause in the written agreement. No matter what form the contract language takes, an assignment and transfer clause should not be included because, they stated, "They (the boards) have no right to give them (management rights)

away." This statement was made, in spite of the fact that the PNA's still left any final decision up to the boards' determination. After further probing, the two respondents both contended that their boards had retained their statutory rights, though any inclusion of management rights in an agreement diminishes those rights.

Teacher Dismissal - In the two districts where the contracts had a teacher dismissal clause, both superintendents stated that the boards had retained their statutory rights. One contract used language that simply made reference to that section of the School Code that provided for teacher dismissal. The other contract had reiterated a policy dealing with teacher dismissal. Again the School Code was referenced.

Reduction In Force - Responses from the superintendents relative to the boards' retention of statutory rights even though a RIF clause was included in the contract were basically the same as those responses under teacher assignment and transfer. Two of the six superintendents in districts with RIF clauses in their agreements mentioned that their boards "still retained but restricted their rights" and "voluntarily reduced their rights." Three other superintendents in districts with RIF clauses in their agreements responded that their boards retained their management rights by leaving the final decision for RIF in the hands of the boards. One superintendent expressed a concern that straight seniority language in a RIF clause could be perceived as a surrender of the board's right in reducing staff, although he was not willing to admit that was the case in his

district. In sum, while procedural language in the RIF clauses did not restrict the boards' management rights, inroads may have been made which could eventually lead to erosion of the boards' authority to reduce staff.

Question No. 9 - Describe How The Board Has Shared Its Statutory Rights By The Inclusion Of Any Of The Three Clauses In The Contract.

The thrust of this question was to determine how the superintendents perceived that the boards of education may have shared their statutory rights by the inclusion of one or more clauses dealing with the three specific areas. In response to Question No. 9, the majority of the superintendents stated that their boards of education had retained their statutory rights even though one or more of the clauses appeared in the written agreements. Having retained their management rights, the boards may then have chosen to share them with the associations by allowing them a part in the decision making process.

Teacher Assignment and Transfer - Again, it should be noted that all twelve of the contracts contained a clause regarding teacher assignment and transfer. Nine of the twelve superintendents felt that their boards of education had not shared their statutory rights by including this clause in the contract. The rationale for the contention was the fact that in all their contracts the boards of education made the final decision. The boards had made sure that the wording in the contract allowed them to make the final decisions regarding assignment and transfer. The procedural provisions, while causing some additional clerical work, did not substantively detract from management's

right to make assignments and transfer staff members. When the contract language called for some form of consultation with a teacher prior to an involuntary transfer, the superintendents thought this might be a good personnel practice. Even though the consultation may delay the implementation of a transfer, the superintendents indicated that consultation did not result in a sharing of rights. No matter how detailed or time consuming the procedural provisions of the contract may be, these nine superintendents thought there was no sharing of statutory rights. Their only criterion was, "Who makes the final decision?" The superintendents indicated that as long as that final decision remains with the board, there should not be any great concern about the sharing of management's rights.

Three superintendents assumed just the opposite posture. Because the clause was even included in the PNA, these superintendents thought that their boards were partially sharing their statutory rights. This response is consistent with their responses to Question No. 8 where the same superintendents indicated the boards had not retained their statutory rights. One of the three respondents could give a very concrete example of his board sharing management rights. The written agreement in this district contains language that restrains the board from filling any vacancy until such vacancy has been posted ten days. While other agreements have similar language, only this one superintendent indicated that such a provision was certainly a sharing of management's rights. When attempting

to pursue this same line of reasoning with other superintendents whose PNA's had similar provisions, the responses indicated little or no concern relative to such procedural matters. As stated previously, these superintendents looked only at who made the final decision, regardless of the type and number of procedural provisions.

Teacher Dismissal - Both superintendents whose PNA's contained a teacher dismissal clause indicated that their boards had not shared their statutory rights. Both agreed that this type of clause should not be in a written agreement, but if it is included, then the contract language should make reference to the School Code. These two contracts make such reference in the teacher dismissal clause.

Reduction in Force - In four of the six districts where a RIF clause was in the contract the superintendents responded that the boards had shared their statutory rights. The reason they responded this way was because the language in the contracts addressed the reduction of staff only in terms of seniority. No provision was made in the clause for an evaluation component in the reduction process. By excluding the evaluation component, the superintendents sensed that their boards were trapped into a situation that could have a very negative effect on the overall educational program. The boards of education still retained the final decision as to when and if there should be a reduction of the teaching staff. However, by including a RIF clause in a contract based solely on seniority as did four districts, the respondents indicated that this was a sharing of rights with the

associations.

One respondent was more emphatic than any of the other superintendents in stating that the board had, indeed, shared its statutory rights with the association. This vehement response was based on the contract language of the RIF clause which stated that a reduction of personnel "shall take effect only after consultation between the Board and the Union." Consultation, in and of itself, is not a bad procedure to follow in any personnel matters, provided such consultation is only advisory in nature. This particular superintendent interpreted "consultation" to mean that the board and union would mutually determine when, where, and how staff was to be reduced.

One superintendent responded that it was immaterial to him whether or not the board share this statutory right with the association. His main concern was that the board be in a position to make the final decision. Any involvement of the association in the process leading to that final decision was inconsequential. The district's contract did not contain any procedural language. It simply stated that, when necessary, procedures for reducing staff will be adopted by the board. The association could make recommendations prior to adoption of the procedures. The superintendent felt very secure and very sure that the board would not only make any final decisions but would also establish the procedures it wanted to reach those final decisions. While the contract language may seem to imply a sharing of rights, the reality of the situation

left no doubt that this was not to be.

Question No. 10 - Describe How The Board Has Abrogated Its
Statutory Rights By The Inclusion Of Any
Of The Three Clauses In The Contract

The thrust of this question was to determine whether or not the boards of education had abrogated, according to the superintendents, their statutory rights by including one or more of the clauses in the written agreement.

Teacher Assignment and Transfer - In ten of the twelve districts where a teacher assignment and transfer clause was included in the contract, the superintendents responded that the boards of education had not abrogated their statutory rights. All of the superintendents stated, again, that as long as the board of education made the final determination, procedural provisions notwithstanding, there was no abrogation of management rights. Two superintendents, however, thought that their boards had abrogated their rights. The language of the clause in their contracts set forth specific procedures to be followed when transferring a teacher, but the final decision remained with the boards. From the superintendents' point of view, the abrogation was predicated on the board's lack of ability to act unilaterally. The potential for unilateral action had been negotiated away by including procedural language in the contract. In particular, one of the two contracts stated that "no vacancy shall be filled until such vacancy shall have been posted for at least fifteen (15) days." While such language does not seem to be an abrogation, it is certainly potentially restrictive and places a burden on the

administration when it must follow procedures in an agreement bi-laterally determined.

Teacher Dismissal - The two superintendents whose districts' contracts contained teacher dismissal clauses both responded that there was no abrogation of the board's statutory rights. Both respondents stated that the boards had the final decision in teacher dismissals subject, of course, to the procedures set forth in the School Code.

Reduction In Force - The responses of the six superintendents whose contracts contained a RIF clause were evenly divided as to whether or not the boards had abrogated their statutory right. Three superintendents stated that their boards had not abrogated them, but only one of the three was very definitive about non-abrogation. The other two placed a codicil on their responses by stating that the RIF clause "accommodated the increase in teacher power" and "weakened" the boards' rights. The two further elaborated by saying that as long as the board makes the final decision, abrogation is not a matter of being a fact, but a matter of degree. By that they meant that the boards had not completely given up their managements rights, though they certainly had been lessened to a certain degree.

The three superintendents who responded that the boards had aborgated their statutory right based their arguments on the seniority language in the clauses. Any time a board agrees to reduce staff strictly on the basis of seniority, the superintendents responded, the final decision as to which teachers are reduced no longer lies within the purview of the board.

Thus, the boards have abrogated their statutory rights to a seniority system. By not including an evaluation process in the procedures for reducing staff, the board simply lines the staff up by age and starts reducing them, beginning with the youngest in seniority. One superintendent further stated that even if evaluation were used in the reduction process, the grievance procedure would allow the reduced teacher to challenge the evaluation as being an unfair practice and discriminatory. All three respondents stated that there was no way a board could retain its statutory right to reduce staff as it saw fit with a RIF clause in a contract. The non-retention of rights was especially true when seniority was the only criterion for such reduction.

Summary - Interview Data from Superintendents

The various responses from the superintendents have been reported. In reviewing the rationale for the inclusion of the clauses in the contracts, the superintendents indicated that the various circumstances in each district will dictate a variety of reasons. Strikes, impasse, mediation, teacher association pressure, and a desire to conclude negotiations were some of the reasons reported by the superintendents for including any of the clauses in the PNA's.

The majority of the superintendents indicated that their boards of education had neither shared nor abrogated their statutory rights by the inclusion of any of the clauses in the contracts. The boards had retained their rights, though in some instances restrictions had been placed on those rights through

various types of procedural language in the clauses. As long as the boards were able to make the final decisions regarding the assignment, transfer, dismissal, and reduction of teachers, the superintendents stated that there was no loss of management's rights. Some concern was expressed relative to the language of the RIF clauses. Reduction of staff by straight seniority was not as desirable to the superintendents as having some evaluation component in the reduction clause.

Interview Data From Management
Negotiating Team Members

This section presents data gained from the personal interviews held with twelve members of the management negotiating team who participated in this portion of the study. The twelve management team members of elementary districts were from the same elementary districts as the twelve superintendents whose interview data were reported in the previous section. Sizing of the school districts was used only to obtain such a proportionate stratified random sampling of the districts in which to conduct interviews.

A series of questions was developed for the interview. While some of the questions addressed to basic informational data, the main force of the questions was directed toward determining the forces that influenced the inclusion of any of the three specific clauses in the PNA's for the 1976-77 school year and whether or not the boards had retained, shared or abrogated their statutory rights. In the beginning of this chapter, Table 8 showed the frequency of inclusion in PNA's of clauses that related to the three specific areas. All

twelve of the PNA's included clauses dealing with teacher assignment and transfer. Two contracts contained teacher dismissal clauses and six contracts had reduction in force clauses.

The data are presented by listing the questions used in the interview followed by the answers and a narrative analysis. The first four questions dealt with basic informational data while the last six questions were directed toward determining the forces that influences the inclusion of any of the three specific clauses in the PNA's.

Question No. 1 - How Many Years Have You Had A PNA?

The answers to this question ranged from a high of eleven years (1965-66) to a low of three years (1973-74). Table 9 in the beginning of this chapter showed the range of years during which the twelve districts signed their first contract between 1965-66 and 1971-72. The management team members (MTM) from these eleven districts indicated that their districts were in various stages of growth during that period of time. With increasing enrollments came additional staff members. Attempts were made by the boards to maintain a feeling of closeness to their teaching staff in spite of the increase in numbers. However, as the number of staff members increased and board members came to and departed from the boards, the informal dealings between board and staff no longer served the needs of either party. Policies were adopted by the boards to formalize previous informal procedures. This formalization did not satisfy the staff as they sought and found a sympathetic ear

from the various teacher associations. By affiliating with an association, the teachers entered into the negotiating process as a means of formalizing their relationship with boards of education.

Question No. 2 - With Whom Is Your Staff Affiliated - I.E.A.
Or I.F.T.

Two of the respondents indicated that their districts were affiliated with IFT. The remaining ten districts had an affiliation with the IEA. One team member said that the teachers in his district had been affiliated with IEA until three years ago when they changed their affiliation to IFT. The reason for the change was that the IFT was more aggressive in recruiting than the IEA. In attempting to prove that aggressiveness can pay dividends, the IFT was able to negotiate into the contract clauses dealing with teacher assignment and transfer as well as reduction in force.

A second part of this question asked what percent of the teachers voted for affiliation with the teacher association. The answers to this question ranged from a low of 56% (1) to a high of 95-99% (1). Remaining percents were 65% (2), 75% (2), 80% (2), 85% (2), and 90% (2). In all the districts, there was a comfortable margin of assent above the mandatory 51% necessary for the association to represent the teachers. All twelve boards of education obviously had extended recognition to the associations to represent the teachers.

A third part of the question asked if the teachers were affiliated with more than one organization which organization

was the sole bargaining agent. Teachers in none of the districts had a dual affiliation so there was no question as to which organization would bargain for them.

Question No. 3 - While In Your Present Position, What Was Your Part In The Negotiations Process For The 1976-77 PNA?

The management team members who were not board members had been assigned to the management team by their respective boards. While these non-board members were normally directly responsible to the superintendent, as members of the management negotiating team they were directly responsible to their boards of education.

The role played by the management team members in the negotiations process varied from that of advisor to the boards of education to chief negotiators for their boards. Five of the respondents who were the chief negotiators for their boards were members of the board of education and two of the five members were presidents of their respective boards. Three of the respondents were advisors to the board and sat with their boards at the negotiating table and were considered by their boards to be members of managements' negotiation team. The remaining four respondents were actual negotiating members of management's team. Aside from the five board members, all the other respondents were non-board members. Four of them were assistant superintendents in charge of personnel, two were business managers, and one was a principal. The assistant superintendents and the business managers were previous members of management's negotiating teams, having served on the teams

during a number of contract negotiations. On the other hand, the principal served on the team for the first time and would be replaced by another principal whenever a new contract was to be negotiated.

All of the board members who served as chief negotiator for their boards had negotiated one or more contracts with the staff. Two of the five board members however, indicated that neither they nor any other member of their board would act as chief negotiator again. Their members indicated that the negotiating process was becoming too sophisticated and that the associations' negotiators were much more knowledgeable than the board members were. Future contracts in their districts would be negotiated by a professional, outside negotiator employed by the board. Three of the board members indicated that they would continue to serve as chief negotiator or a member of the negotiating team, if asked to do so by their boards. All three have had previous negotiating experience in the private sector, with one board member being the chief negotiator for a large television manufacturer.

Question No. 4 - Would You Place Trace For Me A Brief
Historical Pattern Of The Inclusion Of
This (These) Areas In Your PNA?

No common historical pattern was found in the responses to this question. The only commonality was the uniqueness that the management team member felt about his own individual contract. All twelve contracts contained a teacher assignment and transfer clause which was included in many of the original contracts dating back to the early seventies. In one

district, the 1976-77 agreement was the first contract in six years to contain any of the three specific areas. Two of the three areas were included in the 1976-77 agreement - teacher assignment and transfer and reduction in force. Up to the point in time when one or more of the three areas were included in the PNA's, the school districts dealt with these areas through board policies, administrative rules and regulations, or the School Code.

The inclusion of a dismissal clause in two of the contracts could be traced back to the second or third year of the contract. Both districts had had their agreements for more than seven years. One dated back to 1965 and the other to 1966. The RIF clauses did not enjoy that long range historical perspective, being introduced into the contracts for the first time in 1975-76. Continual decreases in state and local funds and/or declining enrollments precipitated more and more associations to bargain for the inclusion of the RIF clause in the PNA's. One association even bargained a RIF clause into the PNA for the first time in 1976-77, even though that particular district was experiencing a growth in enrollment. All the management team members recognized the need to be alert to the associations' continuous insistence and persistence to include these three areas in an agreement. While accepting the uniqueness of their own district's situation and circumstances, the management team members' responses perhaps unconsciously pointed to a common historical pattern. Again and again the phrase "loss of local control" found its way into the responses. The respondents found themselves on the horns of the dilemma in

trying to preserve local control of their school districts and yet not being insensitive to the requests of their teachers. It is a perennial dilemma and the management team members saw no easy solution to it.

Question No1 5 - What Forces Brought About The Inclusion In Your PNA Of Teacher Assignment And Transfer Or Teacher Dismissal, Or Reduction In Force?

The responses of the management team members to this question were many and varied, depending on the particular circumstances found within the districts. To better delineate the responses, the data are presented according to the three specific areas.

Teacher Assignment and Transfer - With the exception of two respondents, the management team members stated the various forces that brought about the inclusion of an assignment and transfer clause. The two members stated that there was no specific force that brought about its inclusion. The clause was negotiated into the original contract and has been there ever since in spite of their efforts to have it removed. Responses from three team members indicated a "concern" for the staff by being notified of their assignments, vacancies, and transfers. When questioned as to why this "concern" could not have been handled with board policies or administrative rules, the team members responded that it could be handled in that manner. However, their fellow negotiating team members opted to relieve the staffs' "concern" by including procedural language in the contract.

In two districts, the clause was included for just the

opposite reasons. One team member admitted it was a trade off for a lesser amount of a salary increase. Another team member indicated that it was not a trade off but found its way into the contract because the basic language of the clause had been consistently used in their Teachers' Handbook. Past practices can be construed as a reason for including a clause in a PNA because the associations saw no reason why such practices should not be formalized in the contract.

The responses from the remaining five team members ran from two members who stated that they simply accepted the language in the Level IV agreement of the I.E.A. to the member who said that his board was just worn down by the persistence of the association to include an assignment and transfer clause. Peer association pressure contributed to this persistence by insisting that this latter district association obtain an assignment and transfer clause because many of the agreements in neighboring districts had such a clause. Lack of a specific policy or rule dealing with the assignment and transfer was the rationale given by one team member for including the clause in his contract. At least now the procedures were written, though he was not sure they were written as the board wanted them. The remaining team member, somewhat along the same line, stated that the association insisted on a clearer delineation of procedural provisions since such procedures were not found elsewhere.

While not stated specifically in direct response to the question, further probing brought out a general attitude on

the part of the team members that they were very frustrated, if not overwhelmed, by the whole negotiating process. They wanted to be done with it and get on to other business within the districts. They readily admitted, though, that such an attitude on their part could be playing directly into the hands of the associations. Perhaps, they stated, the pressure ploy used by the associations has to be recognized and boards must be more patient and less willing to succumb to association demands. By doing so, the negotiating process may be prolonged, but the potential loss of local control of schools may be curtailed.

Teacher Dismissal - Two of the twelve contracts contained a teacher dismissal clause. One of the team members stated that there really had been no pressure to include it in the contract. The clause was always in the contract and simply made reference to The School Code. With such legal language, said the respondent, the board saw nothing amiss in the clause being included in the agreement and thus indicated that no one was forcing them to include the clause. In the second district, the board's attorney advised against the inclusion of any language dealing with teacher dismissal. Pressure from other associations was placed on this second board to include a dismissal clause with some substantive language favoring the associations's membership. Finally, the board compromised by agreeing to a dismissal clause with only procedural language, thus allowing the association to claim a victory and yet retain the final word in dismissal of teachers.

Reduction in Force - Being of a more recent origin than either of the two previous types of clauses, a reduction in force clause was perceived by the management team members to be one that required more acumen and sensitivity. The jobs of people were in jeopardy for reasons that neither the boards nor the associations could control. In five of the six districts that had a RIF clause in their agreement, the uncontrollable force of declining enrollment was the rationale for a RIF clause. During a declining enrollment situation, one district had a teacher strike during negotiations over the inclusion of a RIF clause in the contract. The Board and the association were at an impasse over the issue, the teachers went on strike, and a mediator included a RIF clause in the contract. A similar situation took place in another district, except that the mediator suggested that a RIF clause be included in the agreement to help prevent a teacher strike. The clause was included.

One management team member stated that his board included the RIF clause for two reasons. One, the board did not know how to exclude it effectively from the agreement and two, the board felt sorry for teachers and thought a RIF clause would bring a certain level of appeasement to the bargaining table. In another district, internal and external pressure forced the board to include a RIF clause, in spite of increased enrollment. Staff members insisted on such a clause now in the event reductions became necessary at some future time. In concert with this pressure on the association leadership, associations in surrounding districts were applying pressure to the union

leadership to obtain a RIF clause because they had successfully negotiated such a clause. The board literally found itself between the proverbial rock (internal pressure) and the hard place (external pressure),

One management team member responded that the force that brought the inclusion of a RIF clause in his contract was a trade off. The association wanted a binding arbitration clause but settled for the RIF clause. Another team member responded that no particular force brought about the inclusion of a RIF clause. The RIF clause was simply negotiated into the agreement in an attempt on the part of the board to show appreciation for the staff's concern in this area. This team member responded that the inclusion of a RIF clause was not necessary, as normal staff attrition could have handled any reduction needs.

Question No. 6 - What Gains Were Made By The Board Of Education For The Inclusion Of Teacher Assignment And Transfer, Teacher Dismissal, And Reduction In Force Clauses In The Contract?

The answers to this question would indicate what gains, if any, a board of education would achieve by including one or more of the three clauses in the negotiated agreement. It was not assumed that there would or would not be gains. The thrust of the question was to determine whether or not the management team members thought that the inclusion of any of the three clauses brought gains for the boards. If so, what were these gains? If not, why do they feel that there were no gains?

Teacher Assignment and Transfer - Three of the twelve management team members stated that the boards had gained nothing by

the inclusion of an assignment and transfer clause. They suggested, however, that nothing was lost either, because the clauses in their contract contained procedural language and management still makes the final decisions relative to assignment and transfers.

Two management team members indicated that their boards had gained by including the clause. The gain came through a trade off for not including other language in the agreement as requested by the association. Even with the gain obtained through the trade off, both members thought it was a short term gain and may come back to the boards as a long term loss.

The remaining seven management team members said that their boards had gained by including the clause, though the gains varied depending on the circumstances within the district. Even while recognizing management's right to assign and transfer staff, a team member saw a gain for the board because now management could move people where it wanted with the association's blessings. Apparently such blessings, obtained through the contract language, were most important to the board. Four team members saw the gain as an increase whereby the teachers would be assigned and transferred. Since such procedures were not in either board policy or administrative rules, the contract was used as the vehicle for putting the procedures in writing. The team members recognized, maybe a little late, the necessity for written policies and/or rules covering these areas.

By including the assignment and transfer clause in their

agreements, two members said that they were able to bring the negotiations to a conclusion. So, the gain for their boards was "the satisfying of labor problems for a couple of years." No consideration was given as to whether the inclusion of the clause was right or wrong. The only consideration was the completion of negotiations and peace at any cost, a short-term view of the consequences.

Teacher Dismissal - The two management team members with a dismissal clause in their respective agreements were evenly split as to whether or not the boards gained by including the clause. One team member said that his board had not gained a thing by including the clause. This statement was made even though the language of the clause was strictly procedural and made reference to the proper sections of The School Code. The second team member stated that the inclusion of the clause gained some good public relations with the teachers. The contract language was also procedural and referenced The School Code. So two management team members saw the same basic contract language in two different ways. Perhaps the past experience of the team members would dictate this diverse perception.

Reduction in Force - Of the six districts that had a RIF clause in their agreements, five of the management team members stated that there were no gains for their boards by including the clause. Two of the five tempered their negative responses with some positive overtones. In one case, the positive overtone was the setting forth of procedural steps when reductions

in staff becomes necessary. The other positive overtone, expressed by a management team member from another district, was that the contract language allowed for the dimension of evaluation in the clause, not strictly seniority. Why this was viewed as a gain for the board was never fully explained by the team member. The addition of an evaluation component to a RIF clause might be regarded as a gain for a board as it allows RIF decisions to be made on the proficiency of a teacher, not how long that teacher has taught.

The one management team member who saw the board gain by including the RIF clause in the agreement saw the gain in the form of a settlement of negotiations. By agreeing to include the clause, a settlement was reached, staff morale was improved, and the association saved face with its members. An argument might be made as to how a board gains anything by allowing the association to save face. However, negotiations makes strange bedfellows and the mutual happiness of the two parties could be considered a plus.

Question No. 7 - How Were The Following Forces Influential In The Inclusion In The PNA Of Any Of The Three Specific Areas?

This question dealt with nine forces that may have brought about the inclusion in the contracts of any one of the areas of assignment and transfer, dismissal, and reduction in force. Those influential forces or circumstances range from mistakes or lack of knowledge by the management team to strikes. To better organize the data, each force is presented separately and reference is made to the areas that have been influenced

by that force for inclusion in the contracts.

Mistakes or Lack of Knowledge by Board Team - In four cases, the team member stated that mistakes or lack of knowledge was not a force that influenced the inclusion of any of the clauses in their agreements. All four of their agreements contained only an assignment and transfer clause with no substantive language. Management still made the final decisions as to assigning and transferring teachers. The clauses were included strictly as a result of the negotiations process.

Seven of the remaining eight management team members also replied that mistakes had nothing to do with inclusion of any of the clauses in their agreements. Nor did lack of knowledge have anything to do with inclusion of any of the clauses. The boards knew exactly what they were doing and included the clauses for a variety of reasons. Those reasons ranged from including the clauses to reach a settlement all the way to just being worn down by the persistence of the association. The team members indicated that they may not have liked to include the clauses, but trade offs, legal advice, compromise, and political sensitivity to a blue collar community can bring about the inclusion of the clauses in the agreement. In looking at the language of the clauses, and the reasons for including them in the agreement, the data seem to indicate that the boards made more mistakes and lacked more knowledge than they were willing to admit. Under the strain and tension of negotiations, it is understandable why some unacceptable language can be agreed upon by the team members.

The one remaining team member was most emphatic when stating that the board had made mistakes and did lack knowledge. The contract in this district contained an assignment and transfer clause as well as a RIF clause. Because of the errors made by the management team, any future negotiations in the district will be conducted by a professional negotiator on behalf of the board. While it is to the credit of the management team members that they ultimately recognize their lack of expertise in the field of negotiations, it may take years to undo what their mistakes and lack of knowledge have brought about in their contract.

Mediation - In response to how mediation may have influenced the inclusion of any of the clauses in the contract, ten management team members indicated that mediation was not a factor. Two team members responded that mediation was the primary force for including a RIF clause in one contract, and for including both RIF and assignment clauses in the other agreement. In the former district, the staff was on strike over the issue of a RIF clause being included in the contract. A mediator developed the RIF language that led to the end of the strike and a signed agreement. In the latter district, a mediator was suggesting various combinations of clauses to be included in the contract and a RIF and an assignment clause were among those included in the contract.

The mediators usually come from the Federal Mediation Service and have previously dealt primarily in the private sector. This fact was pointed out by one management team member who was

a negotiator himself for a large television manufacturer. He further indicated that it is doubtful, in most cases, if a federal mediator would suggest including language in a clause that was contrary to The School Code. This was particularly true in dismissal and RIF clauses. In the two previously mentioned mediation cases, the language in neither clause denied the boards' right to dismiss teachers or to reduce staff when necessary.

Fact Finding - Not one management team member indicated that fact finding was a force in bringing about the inclusion in the contract of any of the three clauses. None had gone to fact finding.

Arbitration - All twelve management team members stated that arbitration was not a force for including any of the three clauses in the agreements. None had gone to arbitration.

Impasse - While ten of the management team members indicated that impasse was not an influential force including any of the three clauses in the contract, two respondents did indicate that it was an influential force. In these two districts, an impasse situation led to mediation which, in turn, brought about the inclusion of RIF and assignment clauses in these agreements. The mediation influence was described in the above section under Impasse. While impasse might not be considered the primary force for the inclusion of the clauses, it certainly must be considered as a strong secondary influential force in both districts.

Picketing - All but two of the management team members indicated

that picketing was not an influential force in their districts for including any of the three clauses. One of the two districts did experience picketing regarding a RIF clause. With declining enrollment and reduction of staff already a reality in the district, the teachers went on strike with picketing part of the strike situation. The main issue of the strike was over the inclusion of a RIF clause in the contract. The strike was settled and a RIF clause was included in the agreement. In the other district, the teachers again picketed relative to the inclusion of a RIF clause as well as a teacher assignment clause in the contract. Even after the picketing ceased, the negotiations process continued and eventually the two clauses were included in the agreement. Neither team member would state that picketing was the prime force for inclusion of the clauses. They responded that picketing was just one phase of a total series of events leading to a final agreement with the clauses written into the agreement.

Court Orders - This particular force, according to all twelve management team members was not influential in any manner for including the clauses in the agreements.

Strikes - All but one management team member stated that strikes were not an influential force for including any of the clauses in the final agreements. (A strike was conducted by the teachers for two reasons: (1) Impasse over a RIF clause, and (2) Monetary demands.) In that one district, the strike seemed to be most influential in forcing a RIF clause in the agreement. Being in a declining enrollment situation, the RIF clause was even more

important to the associations than the monetary aspect of the agreement.

Other - No other influential forces were mentioned by the management team members.

Question No. 8 - Describe How The Board Has Retained Its Statutory Rights By The Inclusion Of Any Of The Three Clauses In The Contract.

The thrust of this question was to determine whether or not the boards of education retained their statutory rights even though one or more of the three clauses were included in the written contract.

Teacher Assignment and Transfer - All twelve of the contracts contained an assignment and transfer clause and nine of the twelve team members unequivocally said that their boards of education had retained their statutory rights. In the minds of the team members, the boards' statutory rights were retained as long as the boards made the final decisions regarding the assigning and transfer of teachers. Procedural language was just that. The bottom line still left any final decisions within the purview of management.

Two of the other team members hedged slightly on stating unequivocally that their boards had retained their rights. Regardless of the clause's language, both members felt that the very inclusion of the clause "restricted" the boards. They recognized that the final decision was still the boards', but the procedural language did "restrict" the boards from acting in a unilateral manner.

One team member was unequivocal in stating that his board

had diluted its statutory rights by including the clause. According to this team member, no matter what type of procedural or non-substantive language is used, the board has no right to agreeing to any management rights being included in the agreement, aside from a management rights clause. In spite of the language in his district's agreement which left the final decisions up to management, this team member said it was still wrong. Why was it included? The board was simply worn down by the association's insistence that the clause be included.

Teacher Dismissal - In response to whether or not the board had retained its rights the two management team members whose contracts contained this clause were evenly divided. One member said his board had retained its right by still being able to make the final decision. The other member responded just as strongly that his board had not retained its right. With this latter team member, it was again a case of not wanting to include any management rights in specific clauses such as assignment and transfer.

Reduction in Force - Six of the twelve contracts contained a RIF clause. In response to this question, three of the six management team members responded that their boards had retained their statutory rights. Procedural language notwithstanding, the final decision for RIF still rested with the board. Seniority was the basic criterion for determining what staff was reduced in these three agreements. When questioned further about their reaction to a straight seniority clause, all three team members indicated that, while they would prefer some form

of evaluation as part of the RIF language, they could accept the straight seniority language. They did admit, however, that the seniority language did "restrict" the boards ability to reduce staff based on competency rather than longevity. One other team member indicated that his board had also retained its rights because the RIF language in his contract, contrary to the three previously mentioned agreements, did have an evaluation criterion within the clause.

Of the two remaining districts, one management team respondent said that his board had given up some of its rights by including language in the RIF clause that went beyond The School Code. The language he made reference to categorizes teachers into grade levels and/or subject matter areas. Any reductions had to be done within those levels or areas. He thought this exceeded the straight tenure language of The School Code. The sixth management team member said outright that his board did not retain its rights simply by including any RIF language in the agreement.

Question No. 9 - Describe How The Board Has Shared Its Statutory Rights By The Inclusion Of Any Of The Three Clauses In The Contract.

In response to Question No. 8, the majority of the management team members had stated that their boards had retained their statutory rights even though one or more of the clauses were in their contracts. Once having retained those rights, did the boards then decide to share them with the associations? The thrust of Question No. 9 was to determine if the boards had shared their rights by allowing the association some part in

the decision making process relative to teacher assignment and transfer, teacher dismissal, and reduction in force.

Teacher Assignment and Transfer - While all twelve of the contracts had an assignment and transfer clause, eight of the management team members said that their boards had not shared their statutory rights by including this clause. The general consensus of these team members was that the boards could not share them. Seeking input from the teachers and consulting with them relative to assignments and transfers was not considered sharing of rights. Regardless of the types and numbers of procedural steps that the boards must follow as a result of the contract language, there was not sharing of rights as long as the final decisions were still under the jurisdiction of management.

There was a consensus among the four remaining management team members that their boards had, indeed, shared their statutory rights with the teacher associations. The reason for that consensus was also the same for the four districts. That reason was a restriction placed on the boards to act unilaterally without first following established procedures as outlined in the contract. Initial assignments of teachers could be made by management without any procedural provisions. However, future assignments and transfers could be made only after "consulting" with staff members or "after posting vacancies for 15 days." By agreeing to such restrictive procedural language, the four team members suggested that their boards had deprived themselves of the ability to act when they deemed it necessary

and with alacrity. That deprivation was viewed as a sharing of the board's statutory rights in the area of teacher assignment and transfer.

Teacher Dismissal - Both management team members whose PNA's contained an assignment and transfer clause stated that their boards had not shared their statutory rights. Both agreed that a dismissal clause should not be in the agreement because of its basic importance to management to be able to employ and dismiss staff independent of any PNA. If, however, a dismissal clause must be included in a contract, the language should make reference to The School Code and to nothing else. The language in these two contracts made such reference.

Reduction in Force - Two of the six management team members responded that their boards had not shared their statutory rights with the teacher associations by including a RIF clause in their agreements. In one case, the RIF language simply stated that the board would discuss reduction procedures with the staff. The language made no reference to the board's agreeing with any procedures the staff would recommend. In fact, the team member made it clear that any procedures established for reducing staff would be those determined by the board. The other team member said that the procedural steps in his district's agreement should not be construed as any sharing of power. "When the chips are down, the board will make the final decision."

The four other management team members all responded that their boards had shared their statutory rights with the associations. Three of them stated that their reasoning was based

upon the fact that the language in the clause dealt with reduction of staff only in terms of seniority. The boards were left with no latitude to even consider evaluation as a criterion for determining which staff members to reduce. Granting that the final decision to reduce staff was still management's, the team members did not feel that seniority was the type of criterion that benefited the students, only the more experienced teachers.

One management team member stated that his board shared their statutory right by including the phrase "shall take effect only after consultation between the Board and the union" in the RIF clause. This management team member took strong objection to the use of the word "consultation." His understanding of the word, based on the dialogue at the bargaining table, was a mutual determination by the board and union as to not only when reduction can take place, but how such reduction will be accomplished. By thus reducing the board's ability to act in a unilateral fashion, the team member felt the board had shared its right to reduce staff with the association.

Question No. 10 - Describe How The Board Has Abrogated Its Statutory Rights By The Inclusion Of Any Of The Three Clauses In The Contract.

The thrust of this question was to determine the responses of management team members as to whether or not the boards of education might have abrogated their statutory rights by including one or more of the clauses in the written agreements.

Teacher Assignment and Transfer - In ten of the twelve districts where a teacher assignment and transfer clause was included in

the contract, the management team members stated that the boards of education had not abrogated their statutory rights. The reason for this statement was that the boards made the final decisions relative to assignment and transfer, regardless of any procedural language. By thus retaining that final decision-making unto themselves, the boards did not abrogate their statutory rights.

One team member stated that since his board had shared the right to assign and transfer teachers as was indicated under Question No. 8, the board had really abrogated that right. He found it difficult to distinguish between a board saying that it knows it has a right to make certain decisions but will allow other people entrance into that decision-making process, and a board that gives the total process to someone else. To him, they were one and the same--an abrogation of a board's statutory rights. Another team member simply stated that any inclusion of management's rights in a PNA is an abrogation of those rights. There were no gray areas, just black or white. Either the rights were in a PNA which meant abrogation, or out of the PNA which meant retention.

Teacher Dismissal - Again the responses from the two management team members with this clause in their agreements were evenly divided. The one team member's reason for stating that the board abrogated its right was the same one he gave under the previous section in assignment and transfer--any inclusion in a PNA of management's rights is an abrogation of those rights. The other team member said that his board had not abrogated its

right to dismiss teachers. In both clauses dealing with dismissal, the language makes reference to The School Code for the proper procedures to be followed should it become necessary to dismiss a staff member.

Reduction in Force - The responses of the six management team members to this part of the question showed that two team members stated that their boards had not abrogated their statutory rights to reduce staff by including a RIF clause in their agreement. The final decisions were still the boards', so the respondents did not see any abrogation of rights.

Two team members, while not willing to admit to a total abrogation by the boards, did respond that there had been a partial abrogation. Their responses were based on the language of the clause which was strictly seniority. By including seniority and excluding any evaluative process, the team members said that the boards' right to reduce staff unilaterally had been somewhat compromised. While recognizing that the final decision was still the board's, the process whereby reduction is implemented was taken out of the hands of the board.

By sharing statutory rights, as one team member stated his board had done under the assignment and transfer section, the board abrogates its right. This team member responded the same way about the RIF clause in his district's agreement. Since the board shared with the association the right to develop procedural steps to be followed when reducing staff, the board had abrogated its statutory right to reduce staff. Somewhat analogous to that reasoning, another team member said his board

abrogated its right to reduce staff by agreeing to consult with the staff prior to any reductions. In spite of their boards' ability to make the final decisions, allowing staff to help establish procedural steps and consultation with staff were suggested as being anathemas and indicators of abrogation.

Summary of Data From Management Team Members

The various responses from the management team members have been reported. The rationale of team members for including any of the clauses in the contracts were influenced by such external forces such as strikes, impasse, and mediation. Team members also reported that internal pressure from the teacher association's members to include the clauses, particularly a RIF clause, were other reasons for including the clauses. Some respondents reported that clauses were included because the boards were attempting to portray an image of reasonableness while not including any substantitive language. Five of the team members indicated that their boards had retained their statutory rights, while one team member said his board had either shared or abrogated their rights by the inclusion of any management rights in the agreement.

A Comparison of the Interview Data From Superintendents and Members of the Management Negotiating Team

The previous two sections of this chapter dealt with the data received from the superintendents and members of the management negotiating team during the interview process. This section provides a comparison of those data and describes commonalities and differences between the responses of the twelve superintendents

and those of the twelve management team members.

A series of questions was developed for the interview. While some of the questions addressed themselves to basic informational data, the main thrust of the questions was directed toward determining the rationale for the inclusion of any of the three clauses in the contracts for the 1976-77 school year. A further thrust of the questions was to determine to what extent, if any, the boards of education may have retained, share, or abrogated their statutory rights with teacher associations by including any of the three clauses in the agreement.

All the superintendents and management team members were in concert with each other when answering the first two questions. Everyone agreed about the number of years their districts had a written agreement and with what association their staffs were affiliated.

The third question during the interview dealt with the role of the superintendents and team members during the negotiating process. Five of the team members were chief negotiators for their board and only one superintendent acted in that capacity. The role most commonly played by the superintendents was that of advisor to the board. Management team members were much more active and the majority of them took an active part in the actual negotiating dialogue with the teachers' associations.

The fourth question dealt with the tracing of a brief historical pattern of the inclusion of the three areas in the respondents' contracts. In comparing the responses of a

management team to the responses of the district's superintendent, there was a high degree of consistency as they both traced the origins of the clause/s in their contract. Both groups of respondents showed a level of concern and sensitivity as to how boards of education can continue their local control of schools and still address themselves to the real needs of their teachers. Neither group had any simplistic solution to offer, but saw teacher concerns as a continual dilemma to be dealt with either within or outside of the negotiating process.

The data from the next six questions are presented by listing the questions used in the interview followed by the comparison of the answers from the two groups of respondents.

Question No. 5 - What Forces Brought About The Inclusion
In Your PNA Of Teacher Assignment And
Transfer, Or Teacher Dismissal, Or
Reduction In Force?

The responses of the two groups to this question were many and varied, depending on the particular circumstances found within the districts. To better delineate the responses, the data are presented according to the three specific areas.

Teacher Assignment and Transfer - All twelve contracts contained this type of clause. The responses to the question were basically the same from both groups. Eight of the respondents indicated that by including the clause in the agreement, the teachers' "concerns" about assignment and transfer were mollified. Two superintendents said the inclusion of the clause was a trade off. According to them, the boards allowed an assignment and transfer clause to be included in the contract

by getting the association to exclude other substantive language and/or reduce their salary demands. Only one management team member agreed with this statement. A second team member indicated that it was not a trade off, but found its way into the contract because the basic language of the clause was already in the Teachers' Handbook. The inclusion in the contract simply formalized the past practices.

Teacher Dismissal - The superintendents stated that the rationale for inclusion of this clause was compromise and association membership pressure. There was no such unanimity among the management team members. One team member said the same thing, though a second team member did not experience any pressure nor that the clause was a compromise. With the language in the clause making reference to The School Code, the second team member saw nothing amiss in the clause being in the contract.

Reduction in Force - In five of the six districts where a RIF clause was in the contract, the uncontrollable force of declining enrollment was the rationale for the inclusion of a RIF clause. Five superintendents and the management team members from those districts agreed with that rationale. The declining enrollment brought about impasse, strikes, picketing, and mediation. Pressure from the local association, as well as from surrounding districts' associations, precipitated the inclusion of the RIF clause. In the sixth district with a RIF clause, declining enrollment was not a problem. The team member's rationale for its inclusion was an attempt on the part of the board to show

appreciation for the staff's concern in this area. On the other hand, the district's superintendent saw the RIF clause included because of the association's pressure to include the clause.

The majority of the superintendents and management team members were consistent in their responses as to what forces brought about the inclusion of the clauses in the agreements. The interview data seemed to suggest, however, a greater willingness on the part of the team members than on the part of the superintendents to include the clauses. This willingness seemed to be based on a better understanding of the contract language relative to board's powers and a greater sensitivity to the expressed concerns of the associations to have any of the clauses in the agreements, especially a RIF clause.

One of the implications for the diversity of response between the superintendent and the management team from the same district could be the inability of management to present a united front to the association and the community. Such discord could work against the board in their dealings with the association as well as being detrimental to the board with public relations within the community. A further implication might be the inability of the management team member to recognize pressure from the association. Perhaps the team member should be inserviced as to the various type of pressure the associations can bring to bear on a board. Some pressures can be very subtle.

Question No. 6 - What Gains Were Made By The Board Of Education For The Inclusion Of Teacher Assignment And Transfer, Teacher Dismissal, And Reduction In Force Clauses In The Contract?

The answers to this question would indicate what gains, if any, a board of education would achieve by including one or more of the three clauses in the negotiated agreement.

Teacher Assignment and Transfer - While four of the five superintendents stated that there were no gains for the boards, three of the management team members said the same thing. The remaining seventeen respondents all indicated that there were some gains for the boards of education by including the clause. These gains were of the tangible as well as intangible variety. The tangible gains were the finalizing of the written agreements and the formalizing of assignment and transfer procedures. The intangible gains were an increase in staff morale and the board's portrayal of being reasonable without having given up anything.

Teacher Dismissal - Two of the superintendents whose districts' contracts contain dismissal clauses indicated tht there were no gains for the boards by including a dismissal clause. One management team member agreed with them. The second team stated that the inclusion of the clause gained some good public relations with the teachers.

Reduction In Force - Of the six districts that have a RIF clause in their agreements, five of the management team members stated that there were no gains for their boards by including the clause. Three of the superintendents stated there were no gains. Settlement of negotiations was the gain made by the board

according to the one team member. Including the RIF clause also improved staff morale and helped the association save face, he further stated. The other three superintendents saw no gains for the boards because the RIF clause language was based solely on seniority without any evaluation process. Any such restriction of the board's ability to reduce staff has to be viewed as a loss, not a gain.

The differences of responses relative to what gains, if any, were made by the boards for including any of the clauses reflected statements of persons involved at various levels of the school districts' operations. The superintendents were looking at gains in a rather concrete manner, while the team members were willing to see gains in a slightly less tangible fashion, such as the increase in teacher morale. Perhaps people involved with the actual implementation of the contract provisions would like for more concrete gain than the persons who agree to the provisions. Both superintendents and management team members should attempt to view any gains as being both tangible and intangible.

Question No. 7 - How Were The Following Forces Influential
In The Inclusion In The PNA Of Any Of The
Three Specific Areas?

This question dealt with nine forces that may have brought about the inclusion in the contracts of any one of the areas of assignment and transfer, dismissal, and reduction in force. Those influential forces or circumstances range from mistakes or lack of knowledge by the management team to strikes. To better organize the data, each force will be presented separately and reference

will be made to the areas that have been influenced by that force for inclusion in the contracts.

Mistakes or Lack of Knowledge by Board Team - One superintendent and one management team member, from separate school districts, responded that mistakes or lack of knowledge were instrumental in having two of the clauses included in their contracts. The contracts in these two districts contain an assignment and transfer as well as a RIF clause. All the other respondents indicated that the clauses were not included in the contracts because of mistakes or lack of knowledge. The management teams knew exactly what they were doing and included the clauses for a variety of reasons which they thought were legitimate.

Mediation - In response to how mediation may have influenced the inclusion of any of the clauses in the contract, two superintendents and two management team members indicated that mediation was the primary force for including clauses. These four respondents were from the same two districts. In one district, mediation brought about the inclusion of a RIF clause and in the second district were included as a result of mediation. All other respondents stated that mediation was not a factor for the inclusion of any of the clauses in their contracts.

Fact Finding - All twenty-four respondents indicated that fact finding was not a force in bringing about the inclusion in the contracts of any of the three clauses.

Arbitration - Arbitration was not a force for including any of the three clauses in any of the agreements.

Impasse - while impasse might not be considered the primary

force for the inclusion of any clauses, it certainly must be considered as a strong secondary influential force in two districts. Both the superintendents and management team members from these two districts so indicated. These two districts are the same two districts previously mentioned under the Mediation section. An impasse situation precipitated mediation which brought about the inclusion of two of the clauses in one contract and one clause in the other contract. All other twenty respondents stated that impasse was not a factor in their districts for inclusion of any of the clauses. Picketing - Picketing was not an influential force in all but two of the districts. The superintendents and the management team members from these two districts attested to this. Again, these are the same two districts that were previously mentioned under the Mediation and Impasse sections.

Court Orders - This particular force, according to all twenty-four respondents, was not influential in any manner for including the clause in the agreements.

Strikes - In only one district was a strike influential in bringing about the inclusion of a clause in the agreement. Both the superintendent and the management team member from this district said the strike was most influential in having a RIF clause in the agreement. The demand for a RIF clause and monetary increases precipitated the strike. The twenty-two other respondents said that strikes were not an influencing factor in their districts for the inclusion of the clause in their agreement.

Other - No other influential forces were mentioned by the superintendents or management team members.

The majority of the respondents were consistent in their responses as to what specific forces influenced the inclusion of any of the three clauses in the agreements. Such consistency is readily understood because all the forces mentioned are very tangible processes that brought about the same results.

Question No. 8 - Describe How The Board Has Retained Its Statutory Rights By The Inclusion Of Any Of The Three Clauses In The Contract.

The thrust of this question was to determine from the respondents whether or not the boards of education retained their statutory rights even though one or more of the three clauses were included in the written contract.

Teacher Assignment and Transfer - All twelve contracts had clauses dealing with teacher assignment and transfer. While eight superintendents said their boards had retained their statutory rights, nine of the management team members said their boards had retained their rights. The remaining four superintendents and two of the three team members contended that their boards may have retained their statutory rights, but they further contended that the inclusion of the clause in the contract "voluntarily reduced" and "restricted" the boards' rights. Regardless of the language found in the clause, the team member stated that the board has no right to agreeing to any management rights being included in the agreement.

Teacher Dismissal - In the two districts where the contracts had a teacher dismissal clause, both superintendents responded that

their boards had retained their statutory rights. One management team member said his board had retained its right while the second team member stated just the opposite. With this latter team member, it was, as mentioned under the Teacher Assignment and Transfer section, a matter of not wanting to include any management rights in specific clauses in the agreement.

Reduction In Force - With six of the districts having a RIF clause in their contracts, all six superintendents indicated with varying degrees of enthusiasm that their boards had basically retained their statutory rights. There was not this type of unanimity among the management team members. Four team members responded that their boards had also retained their rights, though some contract language may "restrict" the boards' ability to reduce staff based on competency rather than seniority. One team member thought his board had given up some of its rights by including language in the RIF clause that went beyond The School Code. The sixth team member, as in the previous two sections, indicated that his board had not retained it right simply by including any RIF language in the agreement.

The majority of the respondents stated that their boards had retained their statutory rights even with the inclusion of the clauses in the agreements. Such retention of rights, however, was qualified by responses of "restriction" of rights and "voluntary reduction" of rights. Only one respondent was consistent and uncompromising in his position that the board had not retained its rights by the inclusion of any of the clauses.

This latter respondent, a management team member, was most reluctant to even consider a re-evaluation of his posture, regardless of data supporting the opposite posture. The implications of such tunnel-vision probably will be manifest in this team member's posture on other district matters. Such posture may be reflected in this team member's ability to look at the long-range ramifications of any decisions a board must make. The lack of a board perspective in any board member can prove detrimental to any board's ability to function well.

Question No. 9 - Describe How The Board Has Shared Its Statutory Rights By The Inclusion Of Any Of The Three Clauses In The Contract

The thrust of this question was to determine how the respondents stated that the boards of education may have shared their statutory rights by the inclusion of one or more clauses dealing with the three specific areas. In response to Question No. 8, twenty-three of the twenty-four respondents indicated that their boards of education had retained their statutory rights even though one or more of the clauses appeared in the written agreements. Having retained their management rights, the boards may have chosen to share them with the associations by allowing them a part in the decision making process relative to teacher assignment and transfer, teacher dismissal, and reduction in force.

Teacher Assignment and Transfer - While all twelve of the contracts had an assignment and transfer clause, eight of the management team members and nine of the superintendents responded that their boards had not shared their statutory rights by including this clause in the agreements. The four remaining

management team members and three superintendents all indicated that their boards had shared their statutory rights with the teacher associations. These four team members and three superintendents all said that the sharing of the rights was basically for the same reason. That reason was a restriction placed on the boards to act unilaterally without first following established procedures as outlined in the contracts.

Teacher Dismissal - Both management team members and both superintendents whose districts contained a dismissal clause in their agreements indicated that their boards had not shared their statutory rights. All four respondents agreed that such a clause should not be included in a contract, but if it is included, then the contract language should make reference to The School Code. The two contracts make such reference in the teacher dismissal clause.

Reduction In Force - In four of the six districts where a RIF clause was in the contract, both the superintendents and the management team members responded that their boards had shared their statutory rights with the teacher associations. Again unanimity was evident regarding the reason for such sharing. The eight respondents said the sharing took place through the inclusion of straight seniority language in the clause. The boards of education still retained the final decision as to when and if there should be a reduction of the teaching staff. Where the sharing of statutory rights becomes a reality is when the decision is made as to what specific teachers are reduced. Seniority language leaves the boards with

little or no latitude in this area. The remaining two management team members and two superintendents indicated that as long as the RIF clause language left the final decision for reduction in the hands of management, their boards had not shared their rights.

The interview data relative to boards' sharing their rights seemed to indicate a certain level of misunderstanding of the boards' ability to permit participation by the teacher in their decision making processes. Since the majority of the respondents stated that their boards had shared statutory rights with the associations, the implications of such misunderstanding of boards' rights could be far-reaching, particularly if the respondents perceive the sharing of rights to be a negative factor. The apparent inability of the respondents to distinguish between a sharing of rights and the allowing of participants in the exercise of those rights might be of concern for future negotiations. Without a clarification of the difference between sharing rights and allowing participation in the exercise of those rights, arguments over contract language could arise and prolong, unnecessarily, the whole negotiations process.

Question No. 10 - Describe How The Board Has Abrogated Its Statutory Rights By The Inclusion Of Any Of The Three Clauses In The Contract.

The thrust of this question was to determine how the management team members responded that the boards of education might have abrogated their statutory rights by including one or more of the clauses in the written agreements.

Teacher Assignment and Transfer - In ten of the twelve districts

where a teacher assignment and transfer clause was included in the contract, the management team members and superintendents responded that the boards of education had not abrogated their statutory rights. All of them stated that as long as the board of education made the final determination, procedural provisions notwithstanding, there was no abrogation of management rights. The remaining two superintendents and two management team members contended that their boards abrogated their rights because of the contract language. Simple inclusion of any language dealing with a management right was an abrogation of that right according to one team member. The other three respondents stated the procedural language to be so restrictive as to prevent the board from acting in a unilateral manner and with alacrity, if the situation demanded it.

Teacher Dismissal - In the two districts with a dismissal clause, one team member and two superintendents indicated that their boards had not abrogated their rights. The one team member's reason for stating that his board abrogated its right was the same one he gave under the previous section in assignment and transfer - any inclusion in a contract of management's rights is an abrogation of those rights.

Reduction in Force - While the responses of the six superintendents to this part of the question showed them to be evenly divided, as to whether or not the boards had abrogated their statutory rights, only two management team members said their boards had not abrogated their rights. The three superintendents and four team members who perceived their boards to have

abrogated their rights based their perception on the language in the RIF clause. By the exclusion of an evaluation component and the inclusion of strict seniority in the RIF clause, both groups of respondents stated that the boards had given up the right to decide what tenured staff was to be reduced. All the boards had to do was dismiss the younger staff and retain the older staff members. Reduction by seniority alone was an abrogation of the boards' right to employ the best staff for their educational programs.

In general, there seemed to be agreement between the superintendents' and team members' responses as to whether or not the boards had abrogated their rights. Any differences seemed to be based, again, on the respondents' misunderstanding of how boards can permit association participation in board decisions without the boards abrogating their rights. Even where the respondents from the same district gave diverse responses, it would be difficult to determine any adverse implications with such diversity. Respondents who stated that their boards had abrogated their rights had no real foundation in fact for making such statements since the boards made the final decisions in all three areas. Particularly in the RIF clause, the language simply indicated that whatever decisions boards made to reduce the staff were based on seniority alone.

Summary of Comparison of the Interview Data
From Superintendents and Members of the
Management Negotiating Team

A comparison of the responses from the two groups of respondents showed a high degree of similarity. Both groups

agreed about the rationale for including the clauses in the contracts. While there were some differences in responses as to whether or not the boards had abrogated, shared, or retained their rights, the majority of both groups stated that the boards had retained their rights. Both groups expressed a concern relative to having an evaluation component in any RIF clause and not having the RIF language based solely on seniority.

CHAPTER V

ANALYSIS OF DATA

The purpose of the study was to analyze the contents of Professional Negotiations Agreements (PNA's) for 1976-77 regarding three specific areas and the rationale for the inclusion in the PNA's of the three specific areas. The three specific areas were teacher assignment and transfer, dismissal of teachers, and reduction of professional staff. A secondary purpose of the study was to determine to what extent, if any, boards of education may have abrogated, retained, or shared their statutory rights with teacher associations by including any of the three areas in the PNA's.

To achieve the purposes of this study, it was necessary to collect data from elementary school districts in Cook, DuPage, and Lake Counties, Illinois. It was also necessary to collect data from superintendents and members of management negotiations teams. The information requested from those sources focused on the language contained in the PNA's from ninety-five of the elementary school districts and personal interviews with the superintendents and a management team member from twelve of the ninety-five elementary school districts.

CHAPTER III provided a presentation of the data which was based upon a review of the contract language found in ninety-five PNA's. CHAPTER IV provided a presentation of the data which was based upon the information that was recorded.

during the interviewing of the twelve superintendents and management team members. CHAPTER V provides an analysis of the data from the PNA's and also draws upon the narrative responses received during the interviews. The analysis was done in terms of the implications and ramifications that the inclusion of the clauses in the contracts may have for the negotiating process, school board rights and responsibilities, and the administration of the school district. The analysis narratively describes trends, commonalities, differences, pitfalls, interpretations, and possible explanations for the data.

In an effort to present an analysis of these data in a manageable format, the analysis is subdivided as follows:

1. An Analysis of the Rationale for Including Any of the Three Clauses in a PNA
2. An Analysis of the Contract Language and Interview Data to Determine if Boards of Education May Have Abrogated, Retained, or Shared Their Statutory Rights

An Analysis of the Rationale for Including Any of the Three Clauses in a PNA

This section provides an analysis of the rationale for including any of the three clauses in a PNA. The data that deal with the rationale were collected from the interviews conducted with the twelve superintendents and management team members. A series of questions was developed for the interview. While some of the questions addressed themselves to basic informational data, one of the main thrusts of the questions was directed toward determining the rationale for the inclusion of any of the three clauses in the contracts for the 1976-77 school year.

To better delineate the analysis of the data, the data are presented according to the specific clauses.

Teacher Assignment and Transfer - All twelve school districts included in the interviewing process had a teacher assignment and transfer clause in their agreements. The fact that all twelve written agreements contained this clause seemed to indicate the importance placed on this particular area by the teacher associations.

According to the superintendents, there were basically four reasons for including this clause in the PNA's:

1. A compromise between stronger, more restrictive language, and procedural type language.
2. Trade-off for lesser demands in other areas, particularly in salaries and fringe benefits.
3. An attempt by the boards of education to mollify the need of the associations to have some language dealing with this area in the contract.
4. The militancy of the teacher associations to have such a clause in the contract.

The management team members' reasons for including the clause had some commonality with the superintendents. The team members' reasons for including this clause were:

1. A "concern" for the staff being notified of their assignments, vacancies, and transfers.
2. Trade-off for a lesser amount of salary.
3. Contained in Teacher Handbook already, so now as formalized in the contract.
4. Simply accepted the language in the Level IV agreement from the Illinois Education Association.
5. Persistence of the association to include the clause.
6. Lack of any specific policy or administrative rule dealing with assignment and transfer.

The facts and circumstances that exist in each district fairly well dictate the particular reasons why this clause was included in a contract. Until statutes set forth specific areas that may or may not be negotiated, the items negotiated in the State of Illinois will continue to vary from district to district. Once a board has recognized a teacher association as the sole bargaining agent for the teachers, specific guidelines should be established by both parties that set forth the areas to be negotiated. Assignment and transfer of teachers was apparently an area, in the twelve districts, that both parties were willing to negotiate. While a right to bargain bill has not been passed by the Illinois Legislature, the passage of such a bill may bring some semblance of consistency to the negotiating process if it contains language delineating the items to be negotiated. The respondents stated that the assignment of teachers clause was not a concern to the teacher association, as they recognized the board's right to initially assign teachers to specific positions. Once tenure had been granted and teachers were allowed to request transfers within the district, the language of a transfer clause became most important to both parties. So one sees the conflict arising in the negotiating process between management and the teacher association. Management must retain its rights and responsibilities to transfer teachers as deemed appropriate for the welfare of the students. The association, on the other hand, probably wanted to have some input as to who can be transferred and how the transfer process will be implemented within the school district.

With the exception of the first reason given by the superintendents, a compromise, none of the other reasons for including the clause seem to be predicated on the associations' attempt to dictate to the board who is transferred and how the teachers are transferred. All the associations requested that some language be included in the contract addressing a procedure for transferring teachers. The literature dealing with personnel practices suggested that sitting down and discussing a new assignment with an employee is a practice that benefits both parties. Management negotiators should also recognize that such procedural language may not be detrimental to the integrity of a board maintaining its rights to assign and transfer teachers.

Management negotiator's concerns surface when the procedural language is too restrictive and involves undue clerical activities on the part of management. A good example of this restriction was the language of transfer clauses that set forth the number of days (5 to 15) that a vacancy must be posted before such vacancy could be filled by management. Restrictive language of this type should be avoided. However, the majority of the assignment and transfer clauses contained only procedural language that neither restricted management in its movement of teachers nor denied management that right. The clauses simply stated a procedure that good personnel practices would dictate in dealing with employees.

Boards of education have the responsibility to maintain control over their local school districts. They also have the right and duty to assign and transfer teachers as they deem

necessary. Teachers also have "concerns" about their assignments and transfers. In their attempts to have these "concerns" mollified, teacher associations sought contract language that allowed them some voice in deciding who may be transferred and how the transfers will take place. The militancy exhibited by the associations and their persistence may not have been necessary had the boards of education been willing to allow reasonable input from teachers prior to the boards deciding assignments and transfers. Trade offs by both parties to allow reasonable input could not help but bring a level of credibility to the bargaining process where trade offs are an integral component of that process. Bargaining in good faith does not mean that either party has to acquiesce to every demand of the other party. Such good faith bargaining, however, could bring about compromises and trade offs that are not detrimental to either party.

Lack of any specific policy or administrative rule was the stated rationale by one team member for the inclusion of the clause. While only one team member stated this as a reason for including the clause, the interviews verified that other school districts also lacked specific board policies or administrative rules relative to assignment and transfer. Perhaps the existence of such policies and rules would have precluded attempts by the associations to have the clause included in the agreement. Even if it did not totally preclude the associations' efforts to include the clause in the contract, the wording of the policies or rules could have been negotiated into the contract completely or with some slight modifications.

Running through the reasons for including an assignment and transfer clause in the contracts is the need for management to formalize provisions for assigning and transferring teachers. This need was validated in the interviews when the superintendents and team members were asked to expand on the reasons for including the clause. While the data make reference to "militancy", "concerns", "persistence", "trade offs", "lack of specific policies", and "compromise", the underlining reaction of the majority of the team members was that communication would have solved many of management's concerns as well as those of the associations. By school boards failing to formalize provisions dealing with assignment and transfer prior to the negotiations process, the associations sought the formalization of procedures through the negotiating process. The superintendents concurred in this reasoning with their main concern centering on management's ability to make the final decision relative to assigning and transferring teachers. While not particularly pleased with the additional clerical work and conferencing established by the language in the clause, the superintendents stated that they could live with such procedural provisions.

In addition to having to perform the necessary clerical work relative to notification of vacancies and having conferences with transferring teachers, management was being placed in a position of having to pre-plan more precisely staff needs for the following school year. With the requirement to notify teachers of their assignments for September prior to their leaving in June, management was literally forced to make that type of determination

sooner than they may want to, or were able to, or thought necessary. Again, the majority of the superintendents and team members indicated that they did such pre-planning prior to the contract language mandating it. With the inclusion of the clause, both management and staff knew exactly what must be done, when it must be done, and how it must be done. Not one of the persons interviewed stated that such procedures were not desirable. What was undesirable was the inclusion of such procedures in a PNA. Given a choice, the literature recommended that procedures affecting the administration of the schools are better included in policy and/or rules rather than in a PNA. This recommendation brought to focus the need for boards of education to establish policies and for the administration to write rules that would implement those policies.

Teacher Dismissal - Two of the twelve school districts had clauses in their agreements dealing with teacher dismissal. The data indicate that the majority of the teacher associations recognized the right of management to dismiss teachers. Superintendents and team members from the districts whose PNA's did not contain a dismissal clause stated that the inclusion of such a clause was never a serious issue during negotiations.

Two superintendents and one team member said that the reasons for including the clause were compromise and association pressure. The second management team member said that neither association pressure nor compromise brought about the clause's inclusion in the PNA. The association had requested its inclusion and the language made reference to The School Code, so the boards agreed.

The association in one district wanted not only a dismissal clause, but language in the clause which required procedural steps in dismissing a teacher over and above those mandated by The School Code. Through negotiations the clause was included with language that simply referred to the procedures in The Code. Membership pressure in the second district resulted in the clause's inclusion in the PNA. The pressure came from the district's membership as well as from other associations that had negotiated a dismissal clause. The association's demand for a dismissal clause was predicated on a need to save face with its own membership as well as with its peer associations in surrounding districts.

Authorities in the field of negotiations, such as Wildman and Moskow, consistently insist that a teacher dismissal clause should not be a negotiable item. The literature dealing with negotiations corroborated this position. However, both the authorities and the literature indicate that should a board be in a position to have to include a dismissal clause in the PNA, the language of the clause should simply reference the particular state statute or section of The School Code that addresses teacher dismissal. In the two PNA's included in this study that contained dismissal clauses, the language only made reference to The School Code for the procedures to be followed in dismissing teachers.

Boards of education will continue to be pressured at the negotiating table to include a dismissal clause. Depending on the type of language to be included in the clause, perhaps boards should be willing to consider the inclusion of the clause. By including the clause with language referencing The School Code,

both parties gain. The boards retain their statutory right to dismiss teachers for good cause as well as being perceived as reasonable in their dealings with the associations. On the other hand, the associations can return to their membership with a dismissal clause in the agreement. The data from the interviews support this posture as one aspect of negotiations overlooked by boards and associations. The negotiations process need not be one of winning or losing. Both sides can be winners. Management retains its rights and responsibilities and the association saves face with its membership. While the argument can be raised about the association's foot being in the door relative to policy matters, the credibility achieved by the two parties with each other will work for the betterment of the negotiating process in the future. However, boards of education must guard against this "foot in the door" from becoming a matter of policies being determined by the associations. Policy must remain a board prerogative.

In terms of the administration of the school district, a teacher dismissal clause that makes reference to The School Code should have little or no effect. Dismissal of a teacher for just cause is a process that requires a good deal of time and effort on the part of the administration. This is particularly true since the State of Illinois added the hearing officer as the final component in the dismissal process. Assuming that the proper observations, evaluation, notices of remediation, and dismissal notices have taken place, the dismissal of a tenured teacher for just cause can and has taken place. Following due process in all dismissal proceedings is essential. So a contract clause dealing

with teacher dismissal that makes reference to The School Code should not have a dilatory effect on the dismissal process.

Reduction in Force - In five of the six districts where a reduction in force (RIF) clause was in the contract, the data from the interviews showed that there was complete agreement among the superintendents and management team members as to the rationale for including the clause in the agreements. The uncontrollable force of declining enrollment precipitated the inclusion of the clause in the five districts. In the sixth district, the data showed two different rationales. The team member's rationale for the clause's inclusion was an attempt on the part of the board to show appreciation for the staff's concern in this area. On the other hand, the district's superintendent saw the RIF clause included because of the association's pressure to include the clause. While declining enrollment was not a problem in this sixth district, the staff's concern about reduction of staff could bring about the pressure to have a RIF clause in the contract so the staff would know in advance how the board would reduce staff, should it become necessary to do so.

It is only within the last five to ten years that a reduction in force clause has found its way into the negotiating process. Basically there are two reasons for the necessity to reduce staff. The first reason has been the decline in the birth rate on the national level which, in turn, is reflected in a loss of student enrollment in many local school districts. The second reason for the necessity to reduce staff is the lack of funds available to boards of education. In many instances there is a

close correlation between declining enrollment and a lack of funds. As enrollment decreases in an Illinois school district, there is usually a proportionate decrease in the amount of money that school districts receive in the form of state aid.

Declining enrollment brings with it a reduction in staff. This is a grave concern to teacher associations because it obviously means a loss of membership and thus a loss of revenue. In attempting to address and remediate this concern, the associations have sought redress in the forum of the negotiating table. It is here that the associations are attempting to control the staff reduction process by determining what teachers will be reduced and the procedures whereby such reductions will take place. So a new dimension was added to the negotiating process.

The language of RIF clauses as proposed by the association is neither fancy nor subtle. The clause simply states that reduction of staff should be done solely on the basis of seniority. Such wording protects the vested interests of the association, but provides little or no choice for boards of education to determine, among the tenured staff, what teachers are to be retained and which ones are to be reduced. Seniority language as sought by the associations brings with it the potential of conflict at the bargaining table. Boards of education, no matter what their empathetic feelings may be about reducing staff, must not acquiesce to seniority language and thus lose control of the reduction process.

Given the state of the teacher market today, it should be expected that the teacher associations would demand a seniority component to a RIF clause. To maintain their rights and

responsibilities to retain the most qualified staff, boards of education must be just as insistent that an evaluation component be included in any RIF clause. Should an evaluation component not be included, then the board must insist on the clause only making reference to The School Code. The Code states that nontenured teachers must be reduced first and then tenured teachers. How the tenured staff is reduced has been left up to the discretion of the board of education. While negotiating a RIF clause, the board must assiduously protect its right and responsibility to retain the staff members determined to be more qualified. That determination must be made on an evaluation process, not longevity. The evaluation process is not an administrative bias, but a necessary tool for improvement of the staff. So boards of education must insist that an evaluation process be developed by the administration. In the developmental process, the staff could be consulted. It, again, is a good personnel practice to have input from those who are most affected by the evaluation process.

From the view point of administering a RIF clause in the schools, a clause containing the sole criterion of seniority is the easiest to understand and administer. A serious question, though, could and should be raised as to the benefits the education program derives from such contract language. An evaluation criterion for reducing staff is rooted in the assumption, which has some foundation in fact, that there is not necessarily a positive correlation between longevity of a teacher and quality teaching. Given two tenured teachers who are equally certified for a specific position, management must be able to make the

determination as to which teacher to retain on the staff and which one to reduce. This determination should be based on an evaluation process rather than an aging process.

Summary of the Analysis of the Rationale For
Including Any of the Three Clauses
in a PNA

The analysis of the data from the interviews relative to the rationale for inclusion of any of the three clauses in a PNA shows a high degree of commonality between the stated rationale of the superintendents and the management team members. Such commonality may be the result of the two groups working so closely together. Inclusion of an assignment clause and transfer clause was the result of compromise, trade off language, or lack of policies or rules in these areas. Procedural language in the assignment and transfer clauses required procedural steps that did not detract from management's rights and responsibilities. Such language did, however, mandate clerical tasks that could restrict a board's ability to act quickly in transferring a teacher when circumstances dictated that a vacancy be filled immediately. However, the procedural language did formalize steps for management to implement prior to a transfer of a teacher. Such formalization was understood by two team members to be a component of good personnel practices that should be followed.

The two dismissal clauses were included in the contracts because of a compromise and trade off. Interview data indicated that both the boards and the associations could benefit from the clause's inclusion in the agreement. Regardless of the clause's

language, management must observe due process in any dismissal attempts, which entails specific administrative practices to be followed prior to dismissal proceedings.

Reduction in force clauses were included in the agreements as a result of declining enrollments in the school districts. The RIF clause was a newcomer to the negotiations scene and had to be considered in the context of inexperience by both parties with the RIF issue. Both parties in the negotiating process should be sensitive to each others' needs. The board has the right and the responsibility to employ the best qualified staff members. Teacher associations are concerned about the seniority positions of their members. While being appreciative of what reducing staff means to teachers and their jobs, boards must not allow RIF clauses to restrict their ability to retain qualified personnel regardless of their seniority status. Perhaps some combination of seniority and evaluation would provide a compromise agreeable to management and the associations.

Reasons for including any of the three clauses in the contract indicate the difference of opinion of management and staff. The data, however, support the sensitivity of management's position to its employees. While attempting to fulfill its responsibilities and maintain its rights, management has also attempted to respond to the needs and concerns of the staff. Such sensitivity speaks highly of the team members both as responsible board members and human beings.

An Analysis of the Contract Language and Interview
Data to Determine if Boards of Education May
Have Abrogated, Retained, or Shared
Their Statutory Rights

This section provides an analysis of the contract language and interview data to determine to what extent, if any, boards of education, by including any of the three clauses in a PNA, had abrogated, retained, or shared their statutory rights. The data for this section were collected from reviewing PNA's from ninety-five elementary school districts focusing on the language used in the three specific clause areas. In addition, data were collected from the interviews with twelve superintendents and management team members from the same districts.

To better delineate the analysis of the data, the data are presented according to the specific clauses.

Teacher Assignment and Transfer - Of the ninety-five PNA's examined, seventy-three contained specific clauses dealing with teacher assignment and/or transfer. Not every PNA contained clauses that dealt with both teacher assignment and teacher transfer. Both teacher assignment and transfer clauses were found in forty-six of the PNA's. Only teacher assignment clauses were contained in nine PNA's and eighteen PNA's contained only teacher transfer clauses.

An analysis of the contract language dealing with teacher assignment showed that no specific reference was made to the assignment of new teachers in a district. The only mention of assignment of new teachers was regarding their qualifications. A baccalaureate degree from an accredited college and a valid

State of Illinois certificate were the two requirements most frequently mentioned. The absence of contract language dealing with the assignment of new teachers would seem to indicate a recognition by the teacher associations of management's right to make the initial assignment. This indication was verified during the interview process.

Contract language dealing with assignment of teachers had two thrusts. One aspect of the contract language touched on notification to teachers of their assignments for the following year while the second aspect made reference to a change in assignment after the first notification. In all PNA's that contained an assignment clause, the language was mandatory --the board shall, will, or must notify teachers of their assignment for the following school year. This same type of mandatory language was used when there was a change in assignment after the notification had been made.

The mandatory contract language dealt with procedural matters in terms of notification of an assignment or a change in an assignment. Time limitations are established during which assignments must be made and consultations must be held with teachers whose assignments are to be changed. Not one PNA, however, had language that would deprive the board of its statutory right to assign teachers, even though procedural language could prove to be burdensome because of clerical mandates and time limitations. The notification and consultation procedures are indicators of good personnel practices. The literature corroborated the desirability of notifying and consulting with teachers regarding assignments.

The contract language data indicate that the boards of education have neither abrogated nor shared their statutory rights. Explicit contract language points to the boards' retention of their statutory rights in the area of assignments. Once having agreed to various procedural steps, perhaps the boards of education have the responsibility to see that their administrative staff members realize the positive effects to be gained. Staff morale may be enhanced when teachers know where they will be teaching the following year and that any deviation from those assignments will be preceded by a personal conference. In addition, early pre-planning for staffing needs by the administration has positive ramifications for budget considerations and student assignments. The procedural language would seem to be more of a benefit to the districts than a hindrance by requiring more precise pre-planning by the administration.

After the initial assignment of new teachers and the notification of assignments for the following year, teacher associations were interested in having the PNA's contain some language dealing with the process of transferring teachers. Of seventy-three PNA's that had clauses dealing with teacher assignment and/or transfer, sixty-four or 86% of them had clauses dealing specifically with teacher transfer.

There were three aspects to the transfer of teachers as set forth in the contracts. The first aspect dealt with the posting of vacancies in all buildings as well as notification of vacancies to the teacher associations. The second aspect was that of voluntary transfer whereby a teacher requests a change of position.

The third aspect was that of involuntary transfer whereby the administration changes or transfers a teacher from one assignment to another. This third aspect was addressed in the section above relative to change of assignment by the administration.

In the analysis of the contract language, it was again noted that the language mandated procedural matters. Prior to filling a vacancy or honoring a teacher's request to be transferred, or involuntarily transferring a teacher, the contract language mandated that certain procedural steps be taken. The procedural steps were to post a list of vacancies in the schools, notify the association of the vacancies, notify and conference with teachers who were involuntarily transferred, and explain to the teachers, either in writing or in a conference, the reasons for rejecting a transfer request.

In spite of the contract language making procedural matters mandatory, no transfer clause, with one exception, contained language that would indicate the abrogation of management's right to transfer teachers. Even the language in the one exception did not abrogate management's transfer rights, though the language mandated involuntary transfer shall be made by seniority only. Using seniority as the criterion for transferring teachers could mean a restriction of management's right to transfer teachers based on the needs of the district.

As with the language in assignment clauses, the data from an analysis of the transfer clause language indicated that the boards of education had retained and not abrogated their right

to transfer teachers. The procedural language, as agreed upon by the boards of education, does not detract from the boards making the final decisions relative to transfers. Because of the specific procedures mandated in the clauses, management may not be able to act as rapidly as deemed appropriate. When mandated procedures require the posting of a vacancy for five to fifteen days prior to filling such vacancy, the ramifications of that time lag could be felt in the classroom, especially when the vacancy may have been created by the immediate departure of a teacher. While such language may not hurt a school district, boards of education might be advised to have less restrictive language so the boards' options are left open and more flexible when a vacancy does occur.

During the interviewing process, data were collected from twelve superintendents and twelve members of the management negotiating team from the same districts relative to whether or not their boards of education had retained, shared, or abrogated their statutory rights. All twelve districts had assignment and transfer clauses in their PNA's. Eight of the twelve superintendents responded that their boards had retained their rights, while nine of the twelve management team members gave similar responses. Regardless of the type or number of procedures mandated in the clauses, responses were predicated on the fact that the boards still made the final decisions. Two superintendents and two team members also said the boards had retained their rights, but felt the boards had "voluntarily reduced" and "restricted" the exercise of those rights. The remaining two superintendents and one team member were most adamant in stating that their boards had not

retained their rights. By the inclusion of any management rights in a PNA, they stated, the boards automatically ceased to retain those rights. This position was stated in spite of the procedural, non-substantive language in the clauses.

The data from the interview indicated that the majority of the superintendents and team members saw that their boards of education had retained their statutory rights. Those persons interviewed who stated just the opposite were from districts where the relationship between management and the staff was not the most cordial. Any infringement on management's rights, even though of a non-substantive nature, was indicated to be one more foot in the door for the teacher associations. The advisory posture was unrelenting, regardless of the fact that management still made the final decisions. Perhaps such management members might re-examine their roles in light of what their responsibilities are to their districts and their staff members. The zealous guarding of their statutory rights does not preclude their agreeing to certain procedures being implemented prior to the exercise of those rights. The implications for such a posture could establish an image of reasonableness and credibility. To aid management members in attaining a better understanding of the negotiating process and its ramifications, attendance at workshops and seminars dealing with negotiations might be beneficial.

Teacher Dismissal - In analyzing the PNA's of the ninety-five elementary school districts that participated in the study, thirty-two of the PNA's, or almost 34% of them, contained clauses that made specific reference to teacher termination or dismissal. The

analysis of the actual wording of the clauses showed that the mandatory "shall", "must", and "will" are used in setting forth procedural steps the board must follow before dismissing either probationary or tenured teachers. However, in not one of the thirty-two PNA's containing termination or dismissal clauses was there any language that would even suggest that anyone but the board of education made the final determination relative to termination of staff. So the data indicated that the boards have neither abrogated nor shared their statutory rights, but retained such rights.

While boards of education retained their rights to terminate staff, a further analysis of the data showed a subtle attempt by teacher associations to include language in the contract that would secure the same protection for non-tenured teachers that the legislature provided for tenured teachers. The concept of probation could be destroyed with the inclusion of such language. Legislation has provided the necessary protection for both non-tenured and tenured teachers. Any language that goes beyond the legislative procedures for dismissal should be avoided. Wording a dismissal clause in such a manner that the board's right to dismiss probationary teachers remains intact in an exact and highly technical task. The language of a dismissal clause is important enough to dictate the need for astute legal advice. To adopt language in the clause other than that found in The School Code may leave the board in a vulnerable position if dismissal proceedings were instituted by the board of education. The language agreed to by the board could possibly go beyond the procedures set forth

in The School Code. The inclusion of such language in the clause could possibly leave the board with little or not legal precedent to follow, should the language be challenged.

Of the twelve school districts involved in the interview process, only two of the districts' contracts contained a dismissal clause. Two superintendents and one management team member stated that their boards of education had neither abrogated nor shared their statutory right to dismiss teachers. By using contract language that simply makes reference to The School Code, the boards retained their rights. One management team member, however, stated that his board had not retained its statutory right. By the inclusion of any management rights in specific PNA clauses, he saw his board abrogate its rights. Such a position is not supported by the data from the contract language. While his district's PNA had a dismissal clause, the language made reference to The School Code for procedures to be followed. Perhaps this gentleman needs a better understanding of contract language and its implications. The mere mention of management rights in a contract should not be construed as a surrendering of those rights, or even a sharing of them. The team member's PNA had language that did not hurt the school district but kept intact management's right to dismiss teachers according to legislative procedures. It might also be suggested that to possibly alleviate the concerns of team members relative to management rights being included in specific clauses, board of education could be sure that a Management Rights clause is included in the contract. Then there can be not doubt as to what rights management has retained.

Reduction In Force - Ninety-five PNA's were used in the study.

Thirty-eight of the PNA's had clauses that dealt specifically with the issue of reduction in force. The language contained in twenty-six of the clauses made reference to Section 24.12 of the Illinois School Code for reducing staff. Retention by the board of its statutory right to reduce staff was clearly manifested by the contract language. The boards were mandated to observe the procedures set forth in The School Code, which is the only safe language on this subject for boards to have written into a contract.

The remaining twelve contracts had a variety of procedural language, not in reference to Section 24.12, that did not indicate an abrogation of the boards' right to reduce staff. However, the restrictive nature of the language may be construed as deterring the boards from acting in a unilateral fashion. The procedures mandated a consultation with the association prior to any staff reductions or a negotiations of procedures for the reduction of staff. While such procedures may appear to be restrictive, there is nothing in such procedural language to indicate any abrogation of the management right to reduce staff. By agreeing to whatever procedures are in the contract, the boards of education are maintaining a level of willingness to work with the staff in this sensitive area. Assuming the management team members negotiating for the boards know what is substantive and non-substantive language, procedural steps as mentioned above can reap gains for both parties. Both parties have maintained their credibility and have shown that good faith bargaining can be fruitful, as long as the bottom line leaves management with the final decision.

The vested interests of teacher associations are reflected in contract language dealing with tenured teachers. Recognizing that The School Code leaves to the boards the development of a process for reducing tenured teachers, the associations attempt to assist boards to simplify the reduction process. The associations would like to see seniority as the sole criterion for reducing all staff, tenured or non-tenured. That point of view assumes a positive correlation between longevity as a teacher and a better ability to teach. This point of view must be resisted by boards as strongly as the associations insist on it. To maintain control of their ability to retain the most qualified staff, boards of education must be insistent that an evaluation component be included in any RIF clause. Perhaps skillful negotiations can develop language that will allow both parties the necessary protection of their vested interests.

The contract language of clauses dealing with the reduction of staff reflected no outright abrogation of management's right to reduce staff. In terms of understanding and administration, language that sets forth seniority as the sole criterion for staff reductions is the easiest to understand and administer. A serious question, though, could and should be raised as to the benefits the educational program derives from such contract language. By acquiescing to a straight seniority clause without an evaluation component in the reduction process, boards of education may soon find themselves with staffs that are both older and expensive. Older and expensive teachers are not necessarily better than younger and inexpensive teachers. Boards of education should be sure that

RIF clause language will allow them the flexibility to make the determination relative to staff reduction through the inclusion of an evaluation component.

During the interview process, data were collected from twelve superintendents and twelve members of the management negotiating team relative to whether or not their boards of education had retained, shared, or abrogated their statutory rights. Six of the twelve districts had a RIF clause in their PNA's.

When asked if their boards of education had retained their statutory rights by including a RIF clause in their PNA's, three superintendents and three team members responded that they had. The words used most frequently by the three other superintendents and two other team members were "still retained but restricted" and "voluntarily reduced their rights." Only one person, a management team member, stated that his board had not retained its statutory rights simply by including any RIF language in the written agreement.

When it came to whether or not their boards had abrogated their rights, three superintendents responded that their boards had abrogated their rights. These three superintendents were the same one who had used the words "still retained but restricted" and "voluntarily reduced their rights." A greater degree of consistency was found within the responses from the management team members. Four team members were not willing to admit complete abrogation of their boards' rights, while two members stated that the inclusion of certain procedural steps in the clause meant abrogation of the boards' rights.

When asked whether their boards had shared their statutory rights, five superintendents responded that their boards had, indeed, shared them. The remaining superintendent was not concerned about the issue of sharing. While his district's contract language may seem to imply a sharing of rights, the reality of the situation left no doubt that the board made all final decisions. Two management team members responded that their boards had not shared their statutory rights, while four team members said their boards had shared them.

The data seemed to indicate a variety as well as a difference of responses as to whether or not boards of education had retained, shared, or abrogated their statutory rights when it came to reducing staff. During the interview process, attempts to clarify the responses often led to a game of semantics between the interviewer and the person being interviewed. There were two areas that gave rise to this semantics game--seniority language and procedural steps.

The actual contract language of the RIF clauses should leave no doubts that the boards of education have retained the right to reduce the staff. In the process of reducing staff, the boards have agreed to implement such reduction by using seniority, by consulting with the staff, by negotiated procedures, or by any other number of procedural processes. The boards have retained their rights, which means they have not abrogated them, by the very fact that they allow the associations to participate in the reduction process. The question is not whether or not seniority is a good criterion for reducing staff. It is a criterion the

boards have agreed to follow. The basic question is whether or not boards abrogate, or even share, their rights by allowing such procedural steps to be written into the RIF clause.

The statements of the superintendents and team members who said their boards have either shared or abrogated their statutory rights seem to be predicated on how good or bad the reduction process is. The data did not support an abrogation on the part of the boards. On the other hand, the data could be construed to support a sharing of rights, if one were to consider "consulting with the staff" or "negotiating reduction procedures" as the sharing of rights. A better suggestion might be one of participation in the decision-making process rather than a sharing of the boards' rights.

In negotiating a RIF clause, the boards of education in the study waited until they were confronted with a reduction situation before considering such a clause. Boards would be better advised to negotiate a RIF clause well in advance of the time reduction becomes a reality. By planning ahead, boards may be able to secure a strong lay-off provision which will allow an evaluation component to be included in the clause. A seniority clause may protect the vested interests of the associations. Seniority does not however, allow the boards to reduce the least qualified staff first.

Summary of the Analysis of the Contract Language
and Interview Data to Determine if Boards of
Education May have abrogated, Retained,
or Shared Their Statutory Rights

The analysis of the data from the contract language showed that there had been no abrogation of the boards' statutory rights. In all contracts that were analyzed, the language would seem to indicate that the boards of education had retained their rights to assign and transfer teachers, to dismiss teachers, and to reduce staff. Where the language in the contracts mandates certain procedural steps to be followed before the boards act, such procedures could be construed as the boards sharing their rights with the teacher associations. That would be a misconception because the language clearly indicates that all final decisions are made by the boards. The contract language simply sets forth specific steps that the boards agreed to follow prior to their making any final decisions.

Data from the interviews showed that the majority of the superintendents and management team members indicated that their boards had retained and not abrogated their statutory rights. This retention was particularly true in reference to the assignment and transfer clauses as well as the dismissal clauses. However, the data relative to the reduction in force clauses were not as clear-cut. Lack of a majority agreement as to retention or abrogation centered around two aspects of the contract language--straight seniority language and procedural steps. Those persons interviewed stated that there seemed to be more inclination toward sharing or abrogation of the board's right than toward

retention. Straight seniority language was stated as abrogation of rights because the wording deprived the board of the right to dismiss the least qualified staff members first. Procedural language indicated the sharing of rights, particularly when boards must "consult with the staff" or "negotiate reduction procedures." These various statements seemed to indicate a certain lack of understanding as to how boards can agree to whatever language they want and still not abrogate or share their statutory rights.

Summary

The purpose of this chapter was to provide an analysis of the data from the PNA's and to draw upon the narrative responses received during the interviews. This analysis was done in terms of the implications and ramifications the three clauses may have for the negotiating process, school board rights and responsibilities, and the administration of the school district. The analysis narratively described trends, commonalities, differences, pitfalls, interpretations, and possible explanation of the data. This chapter was divided into two basic sections. The first one dealt with an analysis of the rationale for including any of the three clauses in a PNA. The second section dealt with an analysis of the contract language and interview data to determine if boards of education may have abrogated, retained, or shared their rights with the teacher associations.

The data relative to the rationale for including any of the three clauses in a PNA were collected during the interview process with twelve superintendents and twelve management team members

from the same school districts. Assignment and transfer clauses were included in the contracts because of compromise, trade off language, or a lack of policies or rules in these areas. In spite of mandated procedural language in the clauses, management's right to assign and transfer teachers was not diminished. Compromise resulted from the associations' attempts to include more restrictive procedures to be followed by the boards prior to transferring teachers. By lessening their monetary requests, the teacher associations were able to secure assignment and transfer clauses that allowed the associations some input into the assignment and transfer process. Since neither board policies nor administrative rules had been formulated relative to assignment and transfer, the associations had taken advantage of this void to argue for the inclusion of assignment and transfer clauses in the contract. Declining enrollment was the rationale for including reduction of force clauses in the contracts.

An analysis of the contract language dealing with assignment and transfers, dismissals, and reductions of staff showed that boards of education had not abrogated their statutory rights to make the final decision in the three specific areas. In the majority of the clauses, the data seemed to indicate the boards' retention of their rights. Because of mandated procedural steps to be taken by the boards prior to any final action in the three areas, the language might be interpreted to mean that the boards had shared rights with the teacher associations. A further analysis, however, indicated that regardless of the type and number of procedural steps, the boards still made the final decisions.

Agreement by the boards to include non-substantive language in any of the clauses means nothing more than a conscious effort by the boards to allow the teachers input into decisions that affect their lives.

The data from the contract language analysis were not always in concert with the data from the interviews. While the majority of the superintendents and management team members stated that their boards had retained their statutory rights in the areas of assignment, transfer, and dismissal, the interview data relative to the RIF clauses were not as definitive. Statements from the superintendents and team members showed inclinations toward the boards' abrogation or sharing of statutory rights. Straight seniority clauses for reduction of staff were seen to be a possible sharing of management's right, if not an abrogation of them, by depriving the boards of their ability to dismiss the least competent teachers first. Procedural language that required "consultation" and "negotiations" with the staff prior to any reduction of staff was also seen to be at least a sharing of rights. The interview data seemed to indicate a willingness on the part of the persons interviewed to become involved in a semantic ploy and deal with the base issues of whether or not the boards had retained, abrogated, or shared their rights. The concept of boards having such rights along with the power and authority to exercise those rights even with participation by the staff seemed a little difficult for those interviewed to grasp. To them, a board's statutory right was not to be trespassed against, even in a non-substantive manner.

Management should not lose sight of the fact that teacher associations are political entities with whom boards must learn to live and work. Just as management does not like to lose face, so also the associations must maintain a credibility with their membership and peer associations. By giving non-substantive language to the associations, management acquired an aura of reasonableness and the associations save face. Boards should save their strength to fight over the language that is of significant consequence. There are certain hills that are not worth dying on, just as there are certain negotiations items that are mere battles, not the war.

While the literature often refers to the negotiations process as an adversary relationship, it need not be so. Many concerns expressed by the associations relative to assignment, transfer, dismissal, or reduction are real and honest and legitimate. It might be well for boards of education to examine their collective consciences and determine if the associations' requests are legitimate. Perhaps those requests could have been handled administratively and thus precluded their introduction into the negotiating forum. This is not to say boards must surrender their rights and responsibilities. Such rights and responsibilities do not prevent boards from acting in a reasonable and humane manner from their power base. Then everyone is the beneficiary--management, associations, students, and communities.

CHAPTER VI

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

The purpose of the study was to analyze the contents of Professional Negotiations Agreements (PNA's) for 1976-77 regarding three specific areas and the rationale for the inclusion in the PNA's of the three specific areas. The three specific areas were teacher assignment and transfer, dismissal of teachers, and reduction of professional staff. A secondary purpose of the study was to determine to what extent, if any, boards of education may have abrogated, retained, or shared their statutory rights with teacher associations by including any of the three areas in the PNA's.

Summary

To complete this study, a comprehensive examination of the literature and research was conducted. That examination included a review of the development and recent influence of collective bargaining on board-staff relationships, the extent of collective bargaining, and the implications of collective bargaining for public school education. The literature suggested that management generally supported a restrictive definition of bargaining while teacher associations favored a broad comprehensive definition. It was also noted in the literature that as long as terms of employment and working conditions are included in the definitions of the scope of bargaining, issues negotiated are likely to be as broad and varied as individual circumstances allow. In addition, the literature described the danger inherent

in public sector collective bargaining. While positions relative to the delegation of powers and authority granted by the states were considered, concerns were raised relative to federal legislation in the area of collective bargaining for public employees of any kind.

A review of the research in the area of collective bargaining indicated a variety of outlooks regarding working relationships between teacher associations, teachers, and the management team. Teachers are seeking a greater part in policy matters which affect their welfare which may necessitate legislation at the state level to bring some consistency as to what are negotiable and non-negotiable items. Research data suggest the need to define, or maybe redefine, the roles of the various groups affected by the negotiations process. A significant modification of roles may be required to accommodate the special interest of teachers, administrators, students, parents, taxpayers, community organizations, and members of boards of education.

Letters were sent to all the elementary districts in Cook, DuPage, and Lake Counties, Illinois, requesting a copy of their PNA, if there was one. Not every elementary school district had a PNA. A June, 1977, research report from the Illinois Association of School Boards indicated that 126 elementary school districts out of 183 elementary districts in the three subject County area had PNA's. Ninety-five districts or 75.4% participated in the study by sending copies of their PNA.

From the ninety-five participating districts, twelve districts were randomly selected. Letters were sent to the superintendents of the twelve districts asking to superintendent and a member of the management negotiating team to participate in an interview. A questionnaire was developed, field tested, and used during the interview with the superintendents and management team members. The PNA's and the personal interviews were the primary sources of the data utilized in this study.

Data from the interviews suggested that the rationale for the inclusion of any of the three clauses in the contracts depended, to a certain extent, on the facts and circumstances in the individual school districts. Responses of the superintendents and team members during the interviews indicated that the most frequent reasons for including any of the clauses were compromise, trade offs, and the persistence of the teacher associations. Compromise and trade off were most frequently cited when discussing teacher assignment, transfer, and dismissal clauses. The associations' persistence and insistence were the basic reasons for the inclusion of a reduction in force clause. This persistence was reflected in the fact that districts in a declining enrollment situation were confronted by the associations to include a RIF clause in the agreement.

As a result of a thorough analysis of the contract language of the three clauses, it was determined that not one board of education had abrogated its statutory rights. Some contract language could be interpreted to mean that the boards had shared their rights with the teacher associations. The language that

could lend itself to such an interpretation took the form of mandated procedural steps to be followed by the boards prior to implementation of assignment, transfer, dismissal, or reduction of teachers. In addition, phrases in the clauses such as "consult with the teachers" and "negotiate procedures" might also be construed as a sharing of the boards' rights. However, a closer analysis of the contract wording suggested, in all instances, that the boards of education had neither shared nor abrogated their statutory rights. Regardless of any procedural mandates agreed to by the boards, all final decisions were still under the purview of the boards. So rather than suggesting any abrogation of rights, contract language suggested that all boards had retained their statutory rights.

Relative to the responses of the superintendents and management team members regarding the boards' retention, abrogation, or sharing of rights, the interview data would seem to indicate that the majority of the boards had retained their rights. Such responses were particularly true regarding the assignment, transfer, and dismissal clauses. Responses varied in terms of the reduction clauses. Because the wording of most clauses required reduction by seniority, superintendents and team members stated that this language indicated at least a sharing of rights, if not an abdication of the boards' rights.

Data from the interviews revealed a high degree of commonality regarding the rationale for including any of the three clauses in the PNA's. In addition, the interview data showed a similar commonality among the superintendents' and management team members' responses when asked if their boards had retained

their statutory rights. In reference to the assignment, transfer, and dismissal clauses, the majority of the responses indicated retention rather than sharing or abrogation. Reduction in force clauses solicited responses that lacked a high degree of commonality, with more responses inclined toward sharing or abrogation of rights. Data from the analysis of the clause language seemed to strongly suggest that no boards had shared or abrogated their rights, but retained them.

Conclusions

The data presented and analyzed in this study were received as a result of a thorough review of the contract language used in the three specific clauses from ninety-five elementary school districts' PNA's. Further data, information, and insights were obtained as a result of personal interviews conducted with twelve superintendents and twelve members of management's negotiating team from the same districts. The contract language was analyzed to determine if such language would indicate whether or not boards may have retained, shared, or abrogated their statutory rights in the three areas of assignment and transfer, dismissal, and reduction of teachers. The personal interviews were conducted to determine the rationale for the inclusion of any of the three clauses in the PNA's. In addition, the interviews provided data regarding the statements of superintendents and team members as to whether or not their boards had retained, shared, or abrogated their statutory rights.

All of the above provided the basis for the following conclusions:

1. The importance of teacher assignment and transfer clauses to the teacher associations is reflected in the fact that of the ninety-five PNA's included in the study, seventy-three or 76.8% of them contained such a clause. All twelve PNA's in the districts where interviews were conducted contained an assignment and transfer clause. The analysis of the clause language showed that no board of education had abrogated its right to make the final decision relative to assignment and transfer of teachers. The analysis further showed attempts by the associations to control the transfer process by including very definitive procedural steps that must be followed prior to transferring a teacher. By agreeing to the procedural language, boards may have somewhat restricted their ability to act quickly in transferring a teacher. Nevertheless, the associations were given their procedures and the boards still retained their management rights.
2. The language of the teacher dismissal clauses simply made reference to the procedures set forth in the Illinois School Code. Only thirty-two, or 34.4%, of the PNA's in the study contained dismissal clauses. According to the respondents, teacher associations had no quarrel with contract language that referenced The Code. The associations attempted to secure language in dismissal clauses that gave nontenured teachers the same rights granted by the legislature to tenured teachers. The boards of education did not agree to include language that was contrary to The School Code and so maintained their rights to dismiss both nontenured and tenured teachers as prescribed by law.

3. While The School Code addresses reduction of staff in terms of tenure only, negotiations relative to a RIF clause deal with reduction of staff by straight seniority or by an evaluation process within the tenured staff. The teachers, according to the respondents, wanted the RIF clause with straight seniority language. On the other hand, boards of education may attempt to have an evaluation component written into the clause. From the vantage point of administration of the contract, the straight seniority language is more attractive because it is easier to administer. Boards, however, are, and should be, concerned about their ability to reduce less qualified tenured teachers first if a RIF clause contains straight seniority language. Perhaps a compromise might be possible that sets forth a dual standard for reduction based on both seniority and evaluation.
4. The rationale for the inclusion of clauses in the three areas can be grouped into three separate categories: compromise, trade off, and pressure from the staff. The language in clauses dealing with assignment, transfer, and dismissal was, in the majority of the PNA's, the result of compromise and/or trade off. Contract language as originally proposed was acceptable to one party and not the other, or vice versa. Data from the language analysis suggested that the final, compromised clauses may have satisfied the requirements of the boards to retain their authority and the requirements of the associations to have some input into the decision-making process. For the most part, the trade offs resulted from the associations reducing their monetary demands in return for contract language in one or more of the three areas. Because of declining enrollment and a loss of state funds,

which translated into a loss of teaching jobs, teacher associations brought pressure to bear at the negotiating table to include reduction in force clauses. Straight seniority language was most frequently sought by the associations. While facts and circumstances may differ in various districts, the basic predictability of boards of education and teacher associations remain somewhat constant in negotiations.

5. Superintendents and management team members do not have sufficient knowledge and understanding of the authority and power residing in a board of education relative to negotiations. The main source of a board's power is the state legislature which established laws that set forth the rights, responsibilities, and authority of the board. Such mandates, in the State of Illinois, are usually found in Chapter 122 of the Illinois Revised Statutes. This chapter is commonly referred to as The School Code. Other state and national legislation may also grant authority or restrict the board's actions, or mandate a board to do thus or so. Further, decisions from the various levels of the judicial system and opinions of attorneys general have the force of law which may expand or restrict the board's authority to act. Having been inundated with laws, rules, and regulations from any number of regulatory agencies, the board has what is called discretionary power. This power allows the board to act in areas where the laws have not prescribed specific action. And it is in this discretionary area that the data suggested a certain lack of understanding on the part of the superintendents and managements team members.

A board of education cannot negotiate away its statutory rights, as the Illinois Supreme Court stated in Illinois Education Association v. Board of Education (1975), Docket No. 47110. The court was simply saying that the board of education has the authority to assign, transfer, dismiss, and reduce staff. The right to perform those tasks must not be shared with nore abrogated to teacher associations. Any and all final decisions must be made by the board of education. However, the court was silent as to HOW the board implements its rights. The implementation process is left to the discretion of the board, provided all legal provisions are observed. Superintendents and team members should not state that a board has abrogated or shared its rights when the board agrees to follow procedural steps prior to any final action by the board. Such procedural steps may be burdensome, time consuming, and possibly unnecessary from an administrative perspective, but the data from the contract language seemed to indicate that such steps were really non-substantive. The sole criterion of concern to superintendents and team members, regardless of the number and variety of non-substantive procedural steps, should be who makes the final decision.

6. Superintendents and management team members do not have sufficient knowledge of the nuances of the terminology used in writing professional negotiated agreements. It is important that contract language be written as simplistically as possible. Before agreeing to any language, a good attorney should review the wording of any language intended for inclusion in the PNA. While recognizing the importance of language in a contract, the Illinois

Association of School Board, in a January 14, 1975 training session at Northern Illinois University, stated that language will never be clear enough to satisfy an arbitrator. "Intent is more important to an arbitrator than the actual language in the written agreement."

Notwithstanding the importance of intent in arbitration cases, understanding the contract language is important for the operation of the school district. The words "consult with the teachers" means just that. The board is free to accept or reject the results of the consultation, yet consultation there must be. Statements like "items of mutual concern" should be avoided and the phrase "items mutually agreed to" might be substituted. To preclude the inclusion of board policies in an agreement, statements such as "existing conditions not covered in the agreement are automatically included" should be avoided. Again, the only grievable items should be those in the agreement --nothing else.

By having a clearer and better understanding of contract language and the ramifications of that language, the superintendents and team members may have a change of mind relative to the board's retention, sharing, or abrogation of the board's rights. The interview data seemed to support the contention that misunderstandings of the contract language led to the thought that boards had shared or abrogated their rights. In reality, that was not the case, and there was little or no foundation in fact to support statements that the boards had either shared or abrogated their rights.

7. The presence of a management rights clause in the agreement could have brought about a greater sense of security for boards of education and more firmly entrenched their rights. Sixty-two of the ninety-five PNA's analyzed, or 65.3%, contained a management rights clause. Seventeen of the sixty-two PNA's contained a management rights clause only, without any clauses dealing with teacher assignment and transfer, teacher dismissal, or reduction in force. While not a part of the interviewing process, the question of a management rights clause was discussed with the persons interviewed. The majority of the responses indicated a need on the part of the boards to include the rights clause, even though it meant the inclusion of one or more of the other three clauses.

The inclusion of a management rights clause not only assists the board to retain and increase its power, the clause is also an excellent aid in arbitration. The National Labor Relations Board has taken the stand that an employer does not have the right to take any action unless the agreement specifically gives the employer that right or such right has been granted by statute. So it behooves boards of education to insist on a management rights clause. And the rights clause should be as broad as possible, spelling out the boards' rights to hire, fire, and whatever else is thought necessary to include.

A rights clause sets the tone for the bargaining process by directly establishing who is the boss. While the teacher associations will not readily admit it, they lose a certain credibility by trying to argue the point as to who is boss because

there is no legal basis for the associations to deny the boards' authority. The public image of and support for teacher associations could be severely damaged by their taking a posture that would deny the legitimacy of elected officials (boards of education) to operate the schools. Inclusion of a management rights clause is a necessity not only to give a sense of security to management, but it also serves as the first line of defense for protecting the integrity of local control of schools.

8. Had written policies and administrative rules dealing specifically with the areas of assignment, transfer, dismissal, and reduction been developed by the boards of education, the teacher associations' insistence to include these areas in the agreements may have been precluded, or at least minimized. There are no guarantees that this would have happened, but at least the boards could have shown that it was not necessary to include the clauses in an agreement since policies already dealt with them. Had the associations continued to insist on including any of the three clauses in the PNA's, and the boards were willing to accept the inclusions, then the boards' posture could have been one of simply transferring policy language into the agreement. Such a ploy may not always be successful, though the maneuver would not have been possible without the written policies.

Board policy development is a process, not a project. It is a continuum of actions, operations, and decisions that never ends, for new problems, new issues, and new needs will always emerge that will require policy development by the boards. Policies should not be developed in a crisis situation when emotions and feelings

are too volatile to ensure written documents that reflect sound research and modern thinking, as well as being legally sound. The data dealing with the reduction in force clauses obtained from the interviews suggested a lack of pre-planning on the part of the boards to deal with RIF prior to its reality. The literature also indicated the imperative nature of this pre-planning as an indicator of good management procedures as well as an instrument of excluding clauses from PNA's. The majority of the districts with RIF clauses did not have either policies or rules that addressed a RIF procedure. Perhaps if they had been astute enough to develop policies or rules and confronted the straight seniority issue with such policies, or even insisted on only referencing The School Code, much of the concern and anxiety on both sides of the table could have been avoided, or at least lessened.

Recommendations

The recommendations which follow grow out of the findings of this study and the writings on the subject.

1. Unless a specific administrator, not the superintendent, or a board member has had intense training in the process of negotiations, boards of education should employ an outside negotiating expert. The art of negotiations is too complex to leave in the hands of amateurs. In districts where interviews were conducted, management team members stated that they had had little or no training in negotiations. Such lack of training made them feel insecure in dealing with the teacher associations, particularly when they were making decisions for the boards that could have

tremendous ramifications for their school districts. With the level of sophistication being brought to the bargaining process by the teacher associations, management must be prepared to meet such sophistication on equal footing. Management's negotiator may have an interest in negotiating and enjoy doing it, but these are poor qualities to substitute for skill and knowledge. However, each district must feel its own way according to size, past history of negotiations, and finances. Districts should bear in mind that while an outside negotiator will cost money, the outside negotiator is probably the easiest way and produces the best language and possibly the lowest, long-term costs.

2. All levels of management should be well trained in good, modern personnel practices. To help develop and maintain good staff morale, board members and administrators must realize that consulting with teachers, parents, and students is a practice to be encouraged, not avoided. Such practices might also minimize attempts by the teacher associations to negotiate management rights into an agreement. Had such good personnel practices existed in all the districts where interviews were conducted, the inclusion of any of the clauses may have been avoided. Management styles that allow and welcome participation in the decision-making process at all levels engender a high level of well-being that enhances the operation of the total organization. Such participatory process, however, is not intended to diminish the rights and responsibilities of the people charged by law to make final decisions. When so many decisions affect the lives of so many people, little is lost, if anything, and much is gained by asking

the simple question, "What do you think?" People welcome the opportunity to tell you what they feel and think.

3. The boards and associations should appoint a joint board-faculty committee outside of collective bargaining to deal with non-negotiable items. The fact that various items are not negotiated into the agreement should not deter either party from addressing them in a different forum. Should an evaluation component become a part of a RIF clause, a board-faculty committee might easily discuss the type of evaluation form to be used. The establishment of some mechanism to meet in an open and honest fashion allows management and the association to present an image of reasonableness and credibility with each other and their clientele. In addition, such a committee augurs well for the benefit of the educational program and the students. Management should welcome input from the teachers in matters dealing with the curriculum and other aspects of the educational program.
4. Members of boards of education and administrators at all levels should be required to attend some form of inservice program that deals with the negotiating process. Because of the importance and complexity of the negotiations process, management members should be required to keep themselves informed and abreast of developments in the negotiations field. It is management's responsibility to know and understand what is and what is not being bargained into an agreement. Once the agreement has been signed, the administration must implement the contents of the agreement. Not to have any knowledge of the hows and whys of the contents, how items were included in the agreement, and how to

make sure the agreement is properly observed, would be unconscionable behavior on the part of all management members. State and national school board organizations provide such programs.

5. All PNA's should contain a management rights clause. The rights clause established from the very beginning who has the obligation and the authority to operate the school district. The rights clause should be as broad and all-encompassing as possible. The boards of education know what rights they have. The teacher associations know the boards' rights. Spell them out in black and white for everyone to see.

Recommendations For Further Study

1. Conduct a similar study pertaining to statements from teacher associations' negotiators relative to the rationale for including any of the three clauses in an agreement and whether or not boards of education would be retaining, sharing, or abrogating their rights by such inclusion.
2. Conduct a study pertaining to how much input the classroom teacher has in determining the specific items his association includes in the list of items to be negotiated.
3. Conduct a similar study pertaining to how community members see the boards of education to have retained, abrogated, or shared their rights through the negotiations process.
4. Conduct a study as to what effects, if any, legislation mandating negotiations has had on the retention of the rights of boards of education to operate their local school districts.

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APPENDIX A

**ELEMENTARY PUBLIC SCHOOL DISTRICTS WITH 1976-77 PNA'S
IN COOK, DU PAGE, AND LAKE COUNTIES, ILLINOIS
WHICH PARTICIPATED IN THE STUDY**

Appendix A

ELEMENTARY PUBLIC SCHOOL DISTRICTS WITH 1976-77 PNA'S

IN COOK, DU PAGE, AND LAKE COUNTIES, ILLINOIS

WHICH PARTICIPATED IN THE STUDY

<u>Cook County</u>	<u>District Number</u>	<u>Name of School District</u>
	15	Palatine C.C.
	21	Wheeling C.C.
	25	Arlington Heights
	26	River Trails
	27	Northbrook
	31	West Northfield
	30	Northbrook
	34	Glenview C.C.
	35	Glencoe
	36	Winnetka
	37	Avoca
	38	Kenilworth
	39	Wilmette
	54	Schaumburg C.C.
	57	Mount Prospect
	59	Elk Grove C.C.
	62	Des Plaines C.C.
	63	East Maine
	64	Park Ridge C.C.
	65	Evanston C.C.
	69	Skokie

<u>Cook County</u>	<u>District Number</u>	<u>Name of School District</u>
	72	Skokie Fairview
	73	East Prairie
	73½	Skokie
	74	Lincolnwood
	81	Schiller Park
	84	Franklin Park
	89	Maywood-Melrose Park
	92½	Westchester
	96	Riverside
	97	Oak Park
	99	Cicero
	100	Berwyn
	101	Western Springs
	102	La Grange
	103	Lyons
	105 (South)	La Grange
	111	South Stickney
	117	North Palos
	118	Palos C.C.
	122	Ridgeland
	123	Oak Lawn-Hometown
	125	Atwood Heights
	126	Alsip-Hazelgreen
	127	Worth
	127½	Chicago Ridge
	128	Palos Heights

<u>Cook County</u>	<u>District Number</u>	<u>Name of School District</u>
	132	Calumet
	135	Orland Park
	140	Kirby
	143	Midlothian
	145	Arbor Park
	146	Tinley Park C.
	149	Dolton
	151	South Holland
	153	Homewood
	154	Thornton
	155	Wentworth
	156	Lincoln
	157	Hoover-Schrum Memorial
	162	Matteson
	163	Park Forest
	167	Brookwood
	168	Sauk Village C.C.
	170	Chicago Heights
	194	Steger
<u>DuPage County</u>	2	Bensenville
	4	Addison
	7	Wood Dale
	12	Roselle
	15	Marquardt
	33	West Chicago
	45	Villa Park

<u>DuPage County</u>	<u>District Number</u>	<u>Name of School District</u>
	48	Salt Creek
	53	Butler
	68	Woodridge
	89	Glen Ellyn C.C.
	93	Carol Stream C.C.
<u>Lake County</u>	6	Zion
	34	Antioch C.C.
	41	Lake Villa C.C.
	56	Gurnee
	64	North Chicago
	68	Oak Grove
	70	Libertyville
	73	Hawthorn C.C.
	75	Mundelein
	76	Diamond Lake
	79	Fremont
	102	Aptakisic-Tripp C.C.
	103	Lincolnshire-Prairie View
	107	Highland Park
	108	Highland Park
	110	Deerfield-Riverwoods
	111	Highwood-Highland

APPENDIX B

**ELEMENTARY SCHOOL DISTRICTS WHERE
INTERVIEWS WERE HELD**

Appendix B

ELEMENTARY SCHOOL DISTRICTS WHERE
INTERVIEWS WERE HELD

<u>County</u>	<u>District</u>	<u>Superintendent</u>	<u>Management Team Member</u>
Cook	54	Wayne Schaible	Ronald Ruble
Cook	64	Raymond Hendee	Robert Hultgren
Cook	100	Robert Gentry	Therese Klausler
Cook	102	Paul Schilling	Ronald Wade
Cook	126	William Smith	George Kerwein
Cook	145	Charles Whalen	Edward Chartraw
DuPage	33	Jerald Saimon	John Hennig
DuPage	45	Donald Behnke	Robert Garnett
DuPage	93	Elsie Johnson	Louis Garland
Lake	64	Charles Thomas	Marjorie Hart
Lake	75	Richard Lanaghan	Wayne De Vries
Lake	107	Paul Buchholz	Michael Kaplan

APPENDIX C

**INITIAL LETTER TO SUPERINTENDENTS REQUESTING
A COPY OF THE PNA**

Elementary School District No. 96

William C. Hitzeman
Superintendent
Ronald P. Warwick
Assistant Superintendent

Frances M. Alton
Business Manager

Rt. 2 • Box 287 • Long Grove, Illinois 60047 • Area Code 312/634-3074

March, 1977

Dear Fellow Superintendent,

I know how busy you are this time of the year. I also know how many requests for various items come across your desk each week. However, I would like you to consider one more request.

For my doctoral dissertation from Loyola University, under the direction of Dr. Max Bailey, I am planning to conduct a study concerning the rationale for the inclusion of specific content areas in professional negotiations agreements.

The success of the study depends on your assistance and therefore I am soliciting your support. If your district has a professional negotiations agreement (PNA) for the 1976-77 school year, I would very much appreciate your sending me a copy of the agreement. Should there be any charge for sending me a copy, please do not hesitate to invoice me for such charges.

I personally assure you that names of school districts will not be used when relating data; all data will be used in a composite manner.

Many thanks for your kind attention and assistance.

Sincerely yours,

William C. Hitzeman
William C. Hitzeman
Superintendent

/neg

APPENDIX D

**SECOND LETTER TO SUPERINTENDENTS REQUESTING
A COPY OF THE PNA**

Elementary School District No. 96

Frances M. Alton
Business Manager

Rt. 2 • Box 287 • Long Grove, Illinois 60047 • Area Code 312/634-3074

April, 1977

Dear Fellow Superintendent:

Four weeks ago I sent a letter to all elementary school Superintendents in Cook, DuPage, and Lake Counties asking them to send me a copy of their professional negotiated agreement. The reason for my request was to collect data for my doctoral dissertation from Loyola University under the direction of Dr. Max Bailey.

Thus far 61% of the Superintendents have responded by sending me a copy of their agreement. It is my desire to obtain a 100% response. If you have not sent me a copy of your agreement, I would appreciate your doing so at your earliest convenience. Please bill me for any costs involved.

Many thanks for helping make my returns 100%. If you have already returned a copy, please accept my deep appreciation.

Sincerely yours,

William C. Hitzeman
Superintendent

/neg

APPENDIX E

LETTER TO MEMBERS OF JURY REGARDING FIELD
TESTING OF INTERVIEW INSTRUMENT

Elementary School District No. 96

Frances M. Alton
Business Manager

Rt. 2 • Box 287 • Long Grove, Illinois 60047 • Area Code 312/634-3074

I am in the process of writing my doctoral dissertation for Loyola University under the direction of Dr. Max Bailey. My dissertation topic deals with professional negotiations agreements (PNA's). Specifically, I will be dealing with three areas within PNA's--teacher assignment and transfer, dismissal of teachers, and reduction of professional staff.

Elementary school districts in Cook, DuPage, and Lake Counties have been asked to send me a copy of their PNA, if they have such a document. The response has been most gratifying. I will examine the PNA's to determine which ones deal with the three specific areas mentioned above. School districts with PNA's that contain the three specific areas will be contacted to see if they will allow me to interview the Superintendent and a member of the district's management negotiating team. The purpose of the interview will be to identify the reason/s and/or forces that influenced the inclusion in the PNA of the three specific areas. It is my contention that Boards of Education should and must resist any encroachment of the three specific areas. These areas are to be basic, budgetary policy prerogatives of the Board.

This brings me to my reason for writing you. A series of questions will be asked during the interviewing process. This interviewing instrument must be validated by pretesting it and revising it, if necessary, after its administration to six Superintendents involved in the negotiations process.

I would very much appreciate your taking some time to review the questions I have developed and see if they address themselves to the main purpose of the interview. Any suggestions for changes, deletions, or additions would be most appreciated. Please return the interviewing instrument to me in the enclosed envelope at your earliest convenience.

Many thanks for your kind assistance and professional courtesy.

Sincerely yours,

William C. Hitzeman

William C. Hitzeman
Superintendent

/neg

Enclosures

APPENDIX F

LETTER TO SUPERINTENDENTS

REQUESTING INTERVIEW

Elementary School District No. 96

Frances M. Alton
Business Manager

William C. Hitzeman
Superintendent
Donald P. Warwick
Assistant Superintendent

Rt. 2 • Box 287 • Long Grove, Illinois 60047 • Area Code 312/634-3074

September 22, 1977

Several months ago I wrote and asked you to send me a copy of your district's negotiated agreement for the 1976-77 school year. You very kindly sent me a copy of your agreement, for which I am grateful.

As I indicated in my original letter, I am doing a doctoral dissertation regarding specific areas of professional negotiations agreements. My dissertation is being conducted under the direction of Dr. Max Bailey from Loyola University in the City of Chicago.

After receiving copies of professional negotiations agreements from elementary school districts in northeastern Illinois, my intent is to analyze them regarding the three specific areas of teacher assignment and transfer, dismissal of teachers, and reduction of professional staff. Once I have determined which districts have agreements that contain one or more of the three specific areas, I will randomly select 12 of these districts for further study. After the random selection is made, I will contact the district superintendent and request permission to conduct a personal interview with the superintendent and a member of the management negotiating team. Hence my reason for writing you again.

Your district was one of the 12 districts randomly selected by me. I would very much appreciate your taking a few minutes of your time to fill out the attached form and return it to me at your earliest convenience. Your assistance and cooperation in my study will be most appreciated.

Best wishes for a successful school year. Have a good day.

Sincerely yours,

William C. Hitzeman
Superintendent

Attachment

Elementary School District

No. 96

Frances M. Alton
Business Manager

William C. Hitzeman
Superintendent
Donald P. Warwick
Plant Superintendent

Rt. 2 • Box 287 • Long Grove, Illinois 60047 • Area Code 312/634-3074

Your district has been one of the 12 elementary districts randomly selected by me to participate in my doctoral dissertation study. I hope you will be willing to participate in my study by allowing me to come to your school district and personally interview you and a member of your management negotiating team. All data will be reported in general terms. No specific school district will be mentioned relative to any reported data.

The interview should take no more than 45 minutes to an hour for you. The interview would take the same amount of time for the member of your management negotiating team. Hopefully a time can be arranged to conduct both interviews while I am in your district.

Please answer the following questions and return this form to me at your earliest convenience.

1. Would you allow me to come to your district and personally interview you and a member of your management negotiating team relative to your negotiated agreement? ☐ Yes ☐ No
2. If the answer to Question No. 1 is "No", please sign this form and return it to me without answering the remaining questions. Many thanks for your time.
3. If the answer to Question No. 1 is "Yes",
 - a. May I call you to establish a time and date for the interview which would be mutually convenient for you, the member of your management negotiating team and myself? ☐ Yes ☐ No

OR

- b. Would you like to suggest a date and time that is convenient for you and your management team member?

Date _____ Time _____

Again, my sincere thanks for your time and cooperation.

Superintendent's Name _____

Management Team Members's Name _____

District Name and Number _____

Superintendent's Phone Number _____

APPENDIX G

INTERVIEW INSTRUMENT

Appendix G

INTERVIEW INSTRUMENT

1. Your district has a PNA for the 1976-77 school year. How many years have you had a PNA in your district? _____
2. With whom is your staff affiliated--I.E.A., AFT., neither or both? _____
3. While in your present position, what was your part in the negotiations process for the 1976-77 PNA:
 - a. _____ Advisor to the Board of Education?
 - b. _____ Advisor to the Staff?
 - c. _____ Advisor to both the Board and Staff?
 - d. _____ Negotiator for the Board of Education?
 - e. _____ Non-Participant?
 - f. _____ Other, please describe?

4. Your PNA contains one, two, or three of the specific areas of teacher assignment and transfer, dismissal of teachers, or reduction of professional staff. Would you please trace for me a brief historical pattern of the inclusion of this (these) areas in your PNA?

5. What forces brought about the inclusion of your PNA of:
 - a. Teacher assignment and transfer
 - b. Teacher dismissal
 - c. Reduction in force of professional staff
6. What gains were made by the Board of Education for the inclusion of:
 - a. Teacher assignment and transfer
 - b. Teacher dismissal
 - c. Reduction in force of professional staff
7. Specifically, how were the following forces influential in the inclusion in the PNA of teacher assignment and transfer, teacher dismissal, and reduction in force of professional staff:
 - a. Mistakes or lack of knowledge by Board team
 - b. Mediation
 - c. Fact finding
 - d. Arbitration
 - e. Impasse

- f. Picketing
 - g. Court orders
 - h. Strikes
 - i. Other
8. Describe how the Board has retained its statutory rights by the inclusion of:
- a. Teacher assignment and transfer
 - b. Teacher dismissal
 - c. Reduction in force of professional staff
9. Describe how the Board has shared its statutory rights by the inclusion of:
- a. Teacher assignment and transfer
 - b. Teacher dismissal
 - c. Reduction in force of professional staff

10. Describe how the Board has abrogated its statutory rights by the inclusion of:
- a. Teacher assignment and transfer
 - b. Teacher dismissal
 - c. Reduction in force of professional staff

APPROVAL SHEET

The dissertation submitted by William C. Hitzeman has been read and approved by the following committee:

Dr. Max Bailey, Director
Associate Professor, School of Education, Loyola University

Dr. Melvin P. Heller, Chairman and Professor
Department of Administration and Supervision
School of Education, Loyola University

Dr. Robert L. Monks
Assistant Professor, School of Education, Loyola University

The final copies have been examined by the director of the dissertation and the signature which appears below verifies the fact that any necessary changes have been incorporated and that the dissertation is now given final approval by the Committee with reference to content and form.

The dissertation is therefore accepted in partial fulfillment of the requirements for the degree of Doctor of Education.

May 8, 1978

Mac Bailey
Director's Signature